



City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, June 30, 2026, at 5:30 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Ana Grace Husted

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

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

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.

BUDGET WORKSHOP

For discussion purposes only and no action shall be taken.

- 1. Presentation and discussion regarding the Municipal Budget for Fiscal Year 2027.**
Deputy City Administrator, Shawn Cox

BUSINESS AGENDA

- 2. Discussion and possible action to award Request for Bids #MAINT 2026-01: 2026 Roadway Maintenance Project to a bidder and to authorize the City Administrator to finalize and execute the agreement with the selected bidder.** *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), 551.0761 (Deliberation Regarding Critical Infrastructure Facility), 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.

- 3. Deliberation on the appointment, employment, evaluation, reassignment, and duties of the Building Official and the potential appointment of an Interim Building Official.**
(Deliberation Regarding Personnel, 551.074)
- 4. Deliberation on the appointment, employment, evaluation, reassignment, and duties of the Sign Administrator and the potential appointment of an Interim Sign Administrator.**
(Deliberation Regarding Personnel, 551.074)
- 5. Consultation with City Attorney regarding legal rights, procedures, and potential litigation relating to entry upon private property for surveys and environmental assessments, and to deliberate regarding the acquisition, value, and scope of proposed easements or other real property interests necessary for public infrastructure improvements.** *(Consultation with Attorney, 551.071, Deliberation Regarding Real Property, 551.072)*
- 6. Consultation with City Attorney regarding legal advice concerning City authority, obligations, and potential legal issues related to public infrastructure and development matters.** *(Consultation with Attorney, 551.071)*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

July 7, 2026 at 6:00 p.m.
July 14, 2026 (Special Meeting) at 5:30 p.m.
July 21, 2026 at 6:00 p.m.
August 4, 2026 at 6:00 p.m.
August 11, 2026 (Special Meeting) at 5:30 p.m.
August 18, 2026 at 6:00 p.m.

Board, Commission, & Committee Meetings

Historic Preservation Commission, July 2, 2026 at 4:00 p.m.
DSRP Board, July 8, 2026 at 11:00 a.m.
TIRZ No.1 & No.2 Board, July 13, 2026 at 4:00 p.m.
Founders Day Committee, July 13, 2026 at 6:30 p.m.
Parks & Recreation Commission, July 15, 2026 at 6:00 p.m.
Farmers Market Committee, July 16, 2026 at 10:00 a.m.
Emergency Management Committee, July 16, 2026 at 12:00 p.m.
Utility Commission, July 16, 2026 at 4:00 p.m.
Transportation Committee, July 27, 2026 at 3:30 p.m.
Planning & Zoning Commission, July 28, 2026 at 6:00 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 June 24, 2026 at 5:30 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.

Name- Michelle Fischer Dept/Board- City Administration

Training/Travel City Administrator

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
2	DarkSky Texas Annual Conference		prof dev	TBD		1		\$ 1,200.00		\$ 500.00	n/a	\$ 144.00
1	Misc Seminars/Workshops		prof dev					\$ 1,800.00				
Total Training/Travel Request:										\$3,000.00		

Training/Travel Deputy City Administrator I

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
1	Misc Seminars/Workshops		prof dev		\$3,000	1	conference					
Total Training/Travel Request:									\$	3,000.00		

Training/Travel Deputy City Administrator II in Finance Dept Request

Information Technology Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	None						
Total Office Equipment Request:							#REF!

Other

	mileage stipend		reimb travel	5000	2		10,000
	Michelle phone (also under IT Budget)		phone for City business	20	12		240
	Ginger phone stipend		reimb phone for City business	50	12		600
Total Other Request:							\$10,840

verify amount

**Dripping Springs Founders Day Festival
Adopted FY 2026 Budget**

GL Account	Description	FY 2026 Actual		FY 2027 Proposed	Notes
Balance Foreword		68,247.85		26,360.66	
	Revenue		%		
100-404-45000	Craft booths/Business Booths (St. Martin)	12,150.00	123%	15,525.00	25% to FDC = \$14,925
	Arts & Crafts	7,300.00			\$59,700 total booth income both categories (2026)
	Business Booths	7,625.00			
100-404-43012	Facility Rentals	10,000.00	184%	21,000.00	this GL should be cabanas + taste of drip
	Cabanas (Social Grounds)	6,400.00			14000 estimated cabana income
	Cabanas (Homestead)	4,400.00			
	Cabanas (Backyard)	2,400.00			
	Taste of Drip - Food Booths	4,000.00			7000 estimated taste of drip income
	Taste of Drip - Beer/Wine	1,200.00			
100-404-45001	Food booths (Lions)	1,612.50	100%	1,612.50	
		1,612.50			
100-404-45002	BBQ cookers (Cook Off)	6,650.00	101%	6,700.00	
		6,700.00			
100-404-45003	Carnival	20,000.00	104%	22,796.00	\$2000 over 2026 earnings, (25% of \$8000 reduced expenses in 2026) portapotties and DSISD fee
		20,796.43			
100-404-45004	Parade	-	#####	-	
	CivicRec	1,810.00			
100-404-45005	Sponsorship	120,000.00	100%	120,000.00	
	Bronze Level	14,500.00			
	Silver Level	28,250.00			
	Gold Level	20,000.00			
	Platinum Level	10,000.00			
	Diamond Level	-			
	Miscellaneous Custom \$1000 Sponsorship	2,750.00			
	Miscellaneous Custom \$2500 Sponsorship	2,500.00			
	Miscellaneous Custom \$4000 Sponsorship	4,000.00			
	Miscellaneous Custom \$8000 Sponsorship	8,000.00			
	Parade Sponsor	7,500.00			
	Main Stage Sponsor	20,000.00			
	"Experiences"				
	Washer Tournament	840.00		1,000.00	
	Mahjong Tables	1,060.00		1,200.00	
	VIP Bracelets	1,050.00			
100-404-45006	Parking concession	-	#####	-	can reasonably expect ~\$1000 income
		1,446.65			
100-404-45007	Electrical (Booth Fee Reimbursements)	3,300.00	101%	3,340.00	total electrical income for 2026 = \$3,330 from my sheet. typo? civicrec reporting discrepancy. Today I'm getting 1,040 :(
	St. Martin (vendos)	1,160.00			
	Lions Club (food)	820.00			
	Cook-Off (teams)	1,350.00			

**Dripping Springs Founders Day Festival
Adopted FY 2026 Budget**

GL Account	Description	FY 2026 Actual		FY 2027 Proposed	Notes
100-404-45008	Misc. / Merch?	5,000.00		6,000.00	2026 income still uncertain
100-404-47007	TXF from General Fund				
	Budgeted Revenues	173,712.50		199,173.50	
	Total Revenues	194,470.58	112%	-	

Total Revenues		262,718.43		225,534.16	PROPOSED
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Expenditures

Publicity Budgeted		3,450.00		2,500.00	
	Chamber Membership Dues	200.00			
	Chamber Newsletter Ads	300.00			
	Grapevine Signs	1,436.85			
	Build-A-Sign	150.19			
	Lux yard signs	84.58			
	Photo Op - Founders Day cutouts	1,000.00			Lisa's department paid full construction + \$887in signage
	Event Photography - Jay Booth (contract per day)	300.00			
	Thank You Ad (in kind)	-			
100-404-66009	Total Publicity Spent	3,471.62	101%	-	

Porta-Potties Budgeted		10,500.00		18,424.00	
	United -	12,198.00		17,424.00	estimate from united includes additional portapotties to cover the carnival area (instead of cost to Lions)
	JaniKing Porter: 3p-10p 10a-10p 11a-5p			1,250.00	25hrs @\$50/hr downtown toilets only. Hourly Rate increases with toilet quantity
100-404-65007	Total Porta-Potties Spent	12,198.00	116%	-	

18,674.00 with Janiking

Security Budgeted		46,837.00		46,954.00	
	Spears Safeguard LLC	23,226.50			
	Hays Co Officers	22,880.00			
	Hays Co Vehicles	1,520.00			
	Emergency Dispatch line	3,100.00			
	3 additional 4seater carts from United	1,021.76			
	Security Cameras (in kind)	-			not budgeted FY27
100-404-68005	Total Security Spent	51,748.26	110%	-	

Health Safety & Lighting Budgeted		20,861.50		22,074.00	
	United - Light Towers	3,013.50			
	United - Fencing	5,800.00			
	ESD #6 North Hays Fire	14,280.00			

**Dripping Springs Founders Day Festival
Adopted FY 2026 Budget**

GL Account	Description	FY 2026 Actual		FY 2027 Proposed	Notes
	ESD #1 EMS	5,450.00			
100-404-68006	Total Health Safety & Lighting	28,543.50	137%	-	
	Transportation Budgeted	19,303.30		14,860.00	
	Your Day Charters (Shuttle Service x2day)	9,800.00			
	United - 2-Seat Utility Carts	1,594.06			
	United - 4-Seat Utility Carts	2,443.52			
	fuel - United post-event invoice				
100-404-63038	Total Transportaion Spent	13,837.58	72%	-	
	Barricades/Traffic Plan Budgeted	12,650.00		16,600.00	Lisa included panel fencing. City codes panel fencing in health safety category. Over by \$5800
	Gilpin Engineering	2,549.75			less gilpin costs if no changes to road closure?
	Imperial Traffic Solutions	10,140.00			less equipment if no parade route?
100-404-64018	Total Barricades/Traffic Plan Spent	12,689.75	100%	-	
	Bands, Music & Sound Budgeted	26,000.00		32,750.00	voted on at 6/8 FDC meeting. Google sheet now says \$30,750.
	Kingdom Sound	17,700.00			
	Logan Papp	200.00			
	Southern Shade	2,000.00			
	Vaughan Seger	400.00			
	Bob & Tanner	400.00			
	Rinestone Renegades	1,000.00			
	Brad Thomas	200.00			
	Taylor Langford Band	3,500.00			
	Above the Law	1,200.00			
	Rochelle & The Sidewinders	700.00			
	Meg Groves	350.00			
100-404-66010	Total Bands, Music & Sound Spent	27,650.00	106%	-	
	Clean Up Budgeted	19,200.00		22,550.00	
	CleanX - Porter Services (Trash/Street)	19,500.00			
	CleanX - Final Street Sweep	1,600.00			
100-404-63019	Total Clean Up Spent	21,100.00	110%	-	

**Dripping Springs Founders Day Festival
Adopted FY 2026 Budget**

GL Account	Description	FY 2026 Actual		FY 2027 Proposed	Notes
	FD Event Supplies Budgeted	5,000.00		1,330.00	
	Spray Chalk (HD Supply)				expect to reorder
	Yellow Cardstock (Amazon)	62.97			
	Volunteer T-Shirts	1,296.00			leftovers
	Bounce House support staff	340.00			poor choices
	Keep it Cold trailer	935.00			expect 950
	Lux - tree light wrapping (in-kind + labor)	800.00			expect 0 - Christmas on Mercer
	Washers - for tournament	98.15			
	Washer Boards - construction supplies	400.00			expect 0 - reuse from 2026
	HD Supply - trashbags/ gloves	455.80			repeat order, increase to 15 cases
	Oakwood Market (volunteer breakfast tacos)	250.00			
	Tamales de Flor (volunteer lunch tickets)	210.00			
	Howdy Paellas (volunteer lunch tickets)	108.00			
	Summer Revival (volunteer lunch tickets)	510.00			
	Rocte Coffee (volunteer lunch tickets)	144.00			
	Sunday evening pizza	175.28			
	cases of water HEB	53.80			leftovers
100-404-64016	Total FD Event Supplies Spent	5,839.00	117%	-	
	Sponsorship Budgeted	9,800.00		6,000.00	recommended by FDC 6/8/2026 included JaniKing by mistake Should be \$4800
	VIP bracelets				
	JaniKing - porter services for LooCrew trailer	1,000.00	PCS/Riley		estimated cost of \$1250 for 2027, move to Clean Up GL
	CJs Bartending Services	3,607.50			
	Sams Club order (beers, sodas, waters)	626.58			
100-404-66012	Total Sponsorship Spent	5,234.08	53%	-	
	Parade Budgeted	-		-	
	Pennant Flag string (Amazon)	77.94			
100-404-66008	Total Parade Spent	77.94	#####	-	
	Tent, Tables, & Chairs Budgeted	15,000.00		32,500.00	voted on at 6/8 FDC meeting. Google sheet now says \$30,000.
	Adams Canopy	16,746.00			
	Adams Canopy - Cabana set up	8,801.32			cabana costs determined by quantity sold + delivery charges
100-404-64017	Total Tent, Tables, & Chairs Spent	25,547.32	170%	-	

**Dripping Springs Founders Day Festival
Adopted FY 2026 Budget**

GL Account	Description	FY 2026 Actual		FY 2027 Proposed	Notes
	FD Electrical Setup	30,000.00		2,000.00	for maintenance and repairs to existing boxes/cables
	Crawford Electric	7,586.05			
	Elliot Electric Supply	1,389.49			
	Miscellaneous	15,445.18			
					no new electrical installations in 2027
100-404-65016	Total FD Electrical Setup Spent	24,420.72	81%	-	
	Contingencies	5,000.00		-	not budgeted for FY2027
	Conex Box (event supply storage)	4,000.00			I don't know if Riley purchased conex box for FDC yet
100-404-70002	Total Contingencies Spent	4,000.00	80%	-	
	DSISD facility use	-		6,180.00	expect 3% increase per agreement
	Facility fee	6,000.00		6,000.00	Lions Club paid in 2026, reduced total income (line22)
100-404-NEW	Facility Use Spent	-	#####	6,000.00	to be absorbed by FDC in 2027
	Total Expenditures	236,357.77		224,722.00	FY27 BUDGET PROPOSAL
	Balance	26,360.66			

	2026 Actual	2026 Budgeted	<-- just for math
Anticipated Revenue	262,718.43	262,718.43	
Anticipated Expenditures	236,357.77	218,601.80	
Difference	26,360.66	44,116.63	

Transportation Budget Summary

Project	Total Project Expenditures	FY 27 Expenditures	FY 27 Revenues	Total FY 27 Impact	Notes
Transportation Master Plan Update	\$ 150,000	\$ 75,000	\$ -	\$ 75,000	5 year update. Transportation Committee has three options: Low: \$75,000 Mid: \$150,000 (shown on table) High: \$250,000

Multi-Year Projects

High Visibility Crosswalks	\$ 348,475	\$ 32,825	\$ -	\$ 32,825	This project is partly grant funded with the City responsible for 20%.
Transportation Impact Fee Study	\$ 75,000.00	\$ -	\$ -	\$ -	Staff recommends a study to establish a transportation impact fee following adoption of the updated Transportation Master Plan. The study would support fee calculation, stakeholder input, and ordinance development. Work is expected across FY 2027 and FY 2028 (NO IMPACT TO FY2027).

HDR Consulting/Engineering

*HRD Misc.		\$ 75,000	\$ -	\$ 75,000	Examples tasks include traffic engineering design, consultation on traffic-related issues, and small studies.
* Developer Reviews		\$ 200,000	\$ 200,000	\$ -	Amount varies based on number TIAs submittal. The total is reimbursed by developer.

Total FY 26 Expenditures	\$	382,825
Total FY26 Revenues	\$	200,000
Total FY26 Budget Impact	\$	182,825

"Department"
Proposed FY 2027 Budget

Item # 1.

GL Account	Description	FY 2027 Proposed	FY 2027 Amended Proposal	Notes
For new personell requests, please indicate in the necessary catagories what is being requested for the new position.				
Expenditures				
	Personnel Requests	Please list the position requested and the proposed salary.		
	City Attorney			Existing
	Deputy City Attorney			Existing
	Paralegal/Legal Operations Specialist			Existing
		\$ -	\$ -	
	Training & Education			
	TCAA Summer Conference (x2)	3,300.00		2 attorneys
	TCAA Fall Conference (x2)	3,600.00		2 attorneys
	IMLA Fall Conference	1,800.00		1 attorney
	Legal seminars, courses, and training	1,000.00		
		\$ 9,700.00	\$ -	
	Dues, Fees & Subscriptions			
	Texas City Attorneys Association	180.00		3 members (2 attorneys + paralegal)
	State Bar of Texas	1,500.00		2 attorneys
	IMLA Membership	514.00		City membership
	SABA Bar Association Membership	300.00		One-time (non-recurring)
	ABA Membership	390.00		2 attorneys
		\$ 2,884.00	\$ -	
	IT Equipment & Supplies			
	Legal AI support	50,000.00		If Microsoft Copilot licenses are not available

		\$ 50,000.00	\$ -	

Software				
	E-Signature	1,500.00		Assumes a functional replacement for DocuSign
	Westlaw	14,400.00		Assumes 2 users
	Clio Work	14,400.00		Assumes 2 users
		\$ 30,300.00	\$ -	

Phone & Network				
	Cell phone	1,200.00		2 attorneys @ \$50/month
		\$ 1,200.00	\$ -	

Fleet Acquisition				
		\$ -	\$ -	

Fleet/Equipment Maintenance				
		\$ -	\$ -	

Uniforms				

		\$ -	\$ -	

Office Equipment				
		\$ -	\$ -	

Supplies				
		\$ -	\$ -	

Legal Expenses				
Litigation-General	25,000.00			
Litigation-Code Enforcement	4,500.00			
City Attorney Assistance	25,000.00			
Municipal Court-backup	4,000.00			
		\$ 58,500.00	\$ -	

TOTAL		\$ 152,584.00	\$ -	
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"Department"
Proposed FY 2027 Budget

Item # 1.

GL Account	Description	FY 2027 Proposed	FY 2027 Amended Proposal	Notes
For new personell requests, please indicate in the necessary catagories what is being requested for the new position.				
Expenditures				
	Personell Requests	Please list the position requested and the proposed salary.		
	GIS Anaylist (New Position)	\$83,262		Includes additional IT needs and a \$80,000 salary.
		\$ 83,262.00	\$ -	
	Training & Education			
400-300-63005	Texas American Planning Association	2,251.60		
400-300-63005	THC Friends	840.85		
400-300-63005	TBD	1,500.00		
		\$ 4,592.45	\$ -	
	Dues, Fees & Subscriptions			
400-300-64002	APA Membership	\$960		
400-300-64002	AICP Certification	\$290		
		\$ 1,250.00	\$ -	
	IT Equipment & Supplies			

200-401-64001	Laptop	1,700.00		For Katherine	Item # 1.
		\$ 1,700.00	\$ -		

	Software				
400-300-64002	Blue Beam Core	990.00		New Request	
400-300-64002	Aerial Imagery	6,265.50			
400-300-64002	Aerial Imagery (Add-ons)	2,532.40		New Request	
400-300-64002	Miro	288.00			
400-300-64002	ArcGIS Licenses	1,500.00			
400-300-64002	Arc GIS Online Credits	6,000.00			
400-300-64002	Calendly	288.00			
		\$ 17,863.90	\$ -		

	PROJECTS				
	Code Rewrite	165,000.00		Was listed on the proposed FY24 budget, however, I believe some was used for the comprehensive plan. There may still be a carry-over amount.	
		\$ 165,000.00	\$ -		

	Fleet Acquisition				
		\$ -	\$ -		

	Fleet/Equipment Maintenance				

5/11/26 FY 2027 TIRZ Budget Scenario-
 "TIRZ Board Subcommittee > Workshop"

TIRZ Board Approved Priority Projects & Scenarios :

1 Civic Center / City Hall Site Acquisition:
 "Civic Center > Alternative Site(s)- Planning Support & Feasibility Studies"

	FY 26	FY '27
Civic Center Project Total:	\$ 60,000	\$ 60,000

TIRZ Project Team or RFP - TBD
 Planning & Feasibility Studies
 (Carryover fr. FY '26 > FY '27 ???)

2 Old Fitzhugh Rd Project:
 "OFR Advancing from > Bids > Construction Phase"

	FY 26	FY '27
OFR PSE's PSA- HDR Amendment .1 (Jan '24):	\$ 49,493	
OFR PSE's PSA- HDR Amendment. 2 (capped):	\$ 125,000	\$ 20,000
	\$ -	\$ -
OFR Total:	\$ 174,493	\$ 20,000

Construction Funded by CO's
 HDR PSA & Amendments: \$1.024M
 * 50% of 2 yr. CA Phase Fees (1) yr
 CA/Bid Ph.= \$55.2K- \$15K Bids '26
 Add'l: City PM & Inspection Costs??
 Total Est'd Expenditures > 9/30/27*

3 Downtown Parking Project Project:
 "Downtown Parking > end of Construction Phase"

	FY 26	FY '27
HDR & Doucet TO.3 PSA's & Amendments 1 & 2	\$ 20,000	\$ 5,000

Construction Funded by CO's
 TIRZ Team "Downtown Parking"
 Estd Remaining CA Services
 *** Project Completion: 10/20/26
 (Carryover fr. FY '26 > FY '27 ???)

4 Stephenson Building Project:
 "Stephenson Building > end of Construction Phase"

	FY 26	FY '27
Architexas & Consultants PSA's & Amendments	\$ 38,750	\$ 10,000

Construction Funded by CO's
 TIRZ Project Team "Stephenson"
 AE- Estd Remaining CA Services:
 *** Project Completion: 10/20/26

5	Downtown Drainage, Roadways & Sidewalks Master Plan "Adopt Project Phases & Advance Breakout Projects"		
		FY 26	FY '27
	Gilpin Engineering District Phasing Cost Estimates	\$ 180,250	\$ 20,000
	Defer Other Phased Breakout Projects > FY 2028	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ 400,000
		\$ -	\$ -
	Downtown Master Plan Projects Total:	\$ 180,250	\$ 420,000

City Engineer Driven Project:
Master Plan Completed 1Q. '25
Mercer St Paseo Breakout Project:
PSE 's '26 Est. 10% Escalated Cost:

30% PSE's Ph. 1- Gilpin "Red Street
Wallace / College / San Marcos
*** City Driven RFP Process

6	Dripping Springs Community Library "Civic & Sustainable Infrastructure Promoting Community Connectivity & Synergy"		
		FY 26	FY '27
	DSCL Schematic Design Cost Estimates- '25*	\$ 500,000	\$1,000,000
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
	Library TIRZ-Project Total:	\$ 500,000	\$1,000,000

Project Elements, Spaces w/
Community Benefits*

*General Budget Allocation:
DSCL Cont'd Funding Requested ?

* Need DSCL Plan of Finance / Ask!

*ILA & Agreement Needed

7	Creek Road & Ramirez Lane* "Redevelopment Distirct & Civic Infrastructure Master Plan"		
		FY 26	FY '27
	Feasibility Studies, Concept Plan, Economic Study	\$ 90,000	\$ 260,000
	Creek Rd & Ramirez Lane Project Total:	\$ 90,000	\$ 260,000

City Driven RFP - By July '26
CAMPO Planning Scope
Consulting Services + Engineers PS
*CAMPO Planning Grant = N?

9	Recap Summary- All Priority Projects:		
	Direct Project Budget- Scenario Proposal:	FY 26	FY '27
	Total Direct Project Costs:	\$1,063,493	\$1,775,000

Year by Year Comparison

5/11/26 FY 2027 TIRZ Budget Scenario-

"TIRZ Board Subcommittee > Workshop"

date	FY 2027 Proposed TIRZ Budget Recap:	FY 26		FY 27	
		approved		proposed	
	Total Direct Project Costs:	\$1,063,493		\$1,775,000	

All Priority Projects: Summary

date		FY 2027 Proposed TIRZ Indirect Costs:		
10/1/26	TIRZ Project Manager: PSA Amendment #10: KE:	\$ 32,000	\$ 42,000	PM Coordinating (2-3) Projects
10/1/26	TIRZ Administrator: P3 Works (allowance)	\$ 16,000	\$ 16,000	TIF Revenues & Analysis Tasks
10/1/26	(TBD other)	\$ -	\$ -	
10/1/26	TIRZ Miscellaneous Consulting (allowance)	\$ 30,000	\$ 30,000	Supporting & Misc. Project Tasks
	Total Indirect Costs:	\$ 78,000	\$ 88,000	Subtotal: PM + Admin + Misc

"TIRZ Board Subcommittee > Workshop" **\$1,141,493** **\$1,863,000** FY '27: Total Proposed Budget

**Dripping Spings Farmers Market
Proposed FY 2025 Budget**

GL Account	Description	FY 2025 Proposed	FY2025 Actual	FY 2025 Projected	FY 2026 Proposed	FY2026 Actual	FY2026 Projected	FY 2027 Proposed	FY 2027 Actual	Notes
Balance Foreward		15,761.29								
Revenues										
	Fees									
201-403-43005	Booth Rental Fees	66,000.00	29,336.00	59,000.00	63,000.00	63,000.00	67,000.00	67,000.00		
201-403-43006	Application Fees	1,400.00	540.00	1,200.00	1,400.00	1,400.00	1,500.00	1,200.00		
201-403-43035	Membership Fee	2,200.00	1,540.00	1,900.00	n/a	n/a	n/a	n/a		
	Total Fees	69,600.00	31,416.00	62,100.00	64,400.00	64,400.00	68,500.00	68,500.00		
	Other									
201-403-44000	Sponsorships & Donations	1,000.00	400.00	800.00	1,000.00	235.00	535.00	1,000.00		
201-403-46002	Interest Income	1,800.00	653.00	1,300.00		1,600.00	307.00	t/k (SC)		
201-403-46004	Grant Revenues	1,000.00	-	-	n/a	n/a	n/a	n/a		
201-403-46005	Market Event/Merch. Sales	400.00	233.00	500.00	500.00	195.00	250.00	250.00		
201-403-47007	Transfer from General Fund	16,065.62	17,765.00	17,765.00	17,765.00	17,765.00	17,765.00	t/k (SC)		
	Total Other	20,265.62	19,051.00	20,365.00	19,265.00	19,795.00	18,857.00	1,250.00	-	
	Total Revenues	105,626.90	50,467.00	82,465.00	83,665.00	84,195.00	87,357.00	69,750.00		
Expenditures										
	Personnel Costs									
201-403-60000	Regular Employees (Market Manager)	59,816.62	30,042.00	59,816.00	62,381.68	29,221.00	62,381.68			
201-403-61000	Employee Total Benefits (Health + Dental Ins.)	7,010.56	3,536.00	7,072.00	7,284.00	3,115.00	7,284.00			
201-403-61005	Employee Total Taxes	4,840.57	2,479.00	4,958.00	5,024.00		5,024.00			
201-403-61006	TMRS (Retirement)	3,532.17	1,888.00	3,776.00	3,657.13	1,695.65	3,657.13			
	Total Personnel	75,199.92	37,945.00	75,622.00	78,346.81	34,031.65	78,346.81	-	-	
	Dues, Fees & Subscriptions	200.00	-	-	200.00	-	-	200.00		

**Dripping Spings Farmers Market
Proposed FY 2025 Budget**

GL Account	Description	FY 2025 Proposed	FY2025 Actual	FY 2025 Projected	FY 2026 Proposed	FY2026 Actual	FY2026 Projected	FY 2027 Proposed	FY 2027 Actual	Notes
201-403-63004	Total Dues, Fees & Subscriptions	200.00	-	-	-					
	Advertisements + Marketing									
	Marketing and promotions	3,000.00	600.00	1,000.00	3,000.00	-	1,000.00	1,000.00		
#REF!	Market Event	5,000.00	2,320.00	4,900.00	1,000.00	1,542.00	3,500.00	5,200.00		FY 2026 splits musician and moves to market costs.
	Merchandise	1,000.00	233.00	500.00	1,000.00	n/a	n/a	500.00		
201-403-66001	Total Advertising & Marketing	1,000.00	233.00	500.00	5,000.00	1,542.00	4,500.00	6,700.00		
	Office Costs									
201-403-64000	Office Expense	200.00	-	-	100.00	-	-	100.00		
201-403-65000	Network/Phone	200.00	120.00	240.00	250.00	84.40	250.00	250.00		
	Total Other	400.00	120.00	240.00	350.00	84.40	250.00	350.00		
	Market Costs									
201-403-66010	Musician Pay	5,000.00			(Events above)	(Events above)	(Events above)	(Events above)		
	Supplies Expense	200.00	-	-	500.00		250.00	2,000.00		Signs, banners, etc. for Stephenson move.
	General Maintenance	2,200.00	-	150.00	1,000.00	-	250.00	100.00		
201-403-70003	Other Expense	-	-	-	-					
	Total Market Costs	7,400.00	-	150.00	1,500.00	-	500.00	2,100.00		
	Other									
201-403-63004	Training	100.00	185.00	185.00	200.00		100.00	200.00		Food handler certification
201-403-70002	Contingency Fund	500.00	-	-	500.00	-	-	500.00		
201-403-90000	TXF to Reserve Fund	-								
	Total Other	600.00	185.00	185.00	700.00	-	100.00	700.00		

**Dripping Spings Farmers Market
Proposed FY 2025 Budget**

GL Account	Description	FY 2025 Proposed	FY2025 Actual	FY 2025 Projected	FY 2026 Proposed	FY2026 Actual	FY2026 Projected	FY 2027 Proposed	FY 2027 Actual	Notes
	Total Expenditures	84,799.92	38,483.00	76,697.00	85,896.81	35,658.05	83,696.81	9,850.00		
	Balance	20,826.99	11,984.00	5,768.00	(2,231.81)	48,536.95	3,660.19	59,900.00		

FY26
BUDGET REQUEST

Item # 1.

Lisa Sullivan People/Communications/Tourism as of 5/15/26

Personnel

Item Cost Priority	Position Title/Description	Proposed Salary	IT Needs							Cost Per Unit	# of Units	Total (\$)
			\$900/\$1,700 Computer/Laptop Yes/No	\$500/\$1,180 Cell/Tablet Yes/No/Both	\$700 Work Station Docking Station 2 Mtrs.	\$264 Ring Central Line	\$276 MSO365 E1 or E3	\$325 Adobe/Pro	Other/ Peripherals			
Total IT Request:												

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem	
Total Budget Training/Travel Request:													\$0

Office Supplies - 100-006-64000

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)		
1	Printer cartridges	amazon		\$300	3		\$900	no change from 26	
Total Budget IT/Software Request:									\$900

Dues, Fees, Subscriptions

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)		
1	TAMIO Membership			\$200			\$ 200	no change from 26	
1	chamber lunches, association meetings						\$500	no change from 26	
Total Budget IT/Software Request:									\$ 700

Software - 100-106-64002

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)		
1	Stock Photos	iStock	We use photos in almost everything we create.	\$49 per month	12		\$588	no change from 26	
1	hootesuite	Hootesuite	managing social media	\$3,100	1		\$3,100	no change from 26	
1	PageFreezer	PageFreezer	Social Media Record Keeping	\$6,000	1		\$6,000	no change from 26	
Total Budget IT/Software Request:									\$9,688

FY26
BUDGET REQUEST

Item # 1.

Public Relations - 100-105-66005

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
1	General Promotion		General budget for Marketing and Communications such as advertising, banners, shirts, giveaways, social media boosting/advertising				\$15,000	No change from 2026
Total PR:								\$15,000

Employee Engagement - 100-105-63039

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
1	Engagement needs		General budget for Employee engagement needs.				\$10,000	Was \$5,000 in 2026. In 2025 had \$20,000. In 2026 requested \$25,000 but was cut from \$20,000 to \$5,000 and had spent it all by February. This is for employee quarterly meetings, holiday gathering, employee feedback surveys,
Total Website:								\$10,000

Website - 100-105-66000

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
1	CivicPlus	CivicPlus	Webhosting Platform - CODS.com	\$7,600	1		\$8,500	no change from 2026
1	CivicPlus	CivicPlus	CODS implementation - broken out over 2 years - last payment	\$2,500	1		\$2,500	no change from 2026
1	CivicPlus	CivicPlus	Parks Hosting Fee	\$930	1		\$930	New
1	CivicPlus	CivicPlus	Parks Development	\$2,000	1		\$2,000	New... one time \$2K fee to make Parks a Dept Site
1	CivicPlus	CivicPlus	DSRP hosting	\$930	1		\$930	no change from 2026
Total Website:								\$14,860

SIGNAGE - HOT - 300-000-78000

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)	
1	Monument Signs	TBD	Welcome to City Signs	\$40,000	2		\$80,000	THIS IS HOT - this is estimated. Won't know true cost until we quote the signs. Note, we have sent to TxDOT 20 signs. We will be doing these over time. We hope to do 10 this year wayfinding and the rest of the wayfinding and two monuments in 2027
1	Wayfinding Signage	TBD	Continuation of 2026 wayfinding. This is place holder. Hopefully will learn actual cost by end of July	\$7,000	10		\$70,000	
Total HOT:								\$150,000

FY26
BUDGET REQUEST

Item # 1.

Name- Shane Pevehouse

Dept/Board- Building Department

IT Hardware Cost	Priority	Position Title/Description	Justification	IT Needs							Cost Per Unit	# of Units	Total (\$)	
				\$900/\$1,700	\$500/\$1,180	\$700	\$264	\$276	\$325					
				Computer/Laptop Yes/No	Cell/Tablet Yes/No/Both	Work Station Docking Station 2 Mtrs.	Ring Central Line	MSO365 E1 or E3	Adobe/Pro	Other/ Peripherals				
	1	Environmental Health Officer	New position needs a tablet for field inspections.		Tablet							\$900	1	\$900.00
	2	Environmental Health Officer	Apple Pencil need for making annotations on plans in the field (x2)							Apple Pencil		\$120	2	\$240.00
Total IT Hardware Request:													\$1,140	

Training/Travel Priority	Item Description	Vendor	Justification	Date/Location	Registration fee	# of Units	Unit Type	Total (\$)	Hotel	Mileage/Air	Per Diem	Total Travel Cost
1	Residential Plumbing Training	Construction Exam Center	Training needed to increase knowledge and allow Shane to be independent and effective at plumbing inspections. This is the first in a series of courses that are required to pass the TSBPE exam. (Shane)	TBD	\$1,050	1	Course	\$1,050.00	\$600.00	\$300.00	\$300.00	\$1,200.00
1	Residential Plumbing test	ICC	Certification test (Shane)	Virtual	\$240	1	Test	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Water System Protection Specialist	Bobby Duran www.pcetx.com	100 hours towards the required 300 hours of training required to take the TSBPE exam. (Shane)	TBD	\$650	1	Course	\$650.00	\$400.00	\$300.00	\$300.00	\$1,000.00
1	Medical Gas and Vacuum	Bobby Duran www.pcetx.com	100 hours towards the required 300 hours of training required to take the TSBPE exam. (Shane)	TBD	\$650	1	Course	\$650.00	\$400.00	\$300.00	\$300.00	\$1,000.00
1	Multipurpose Residential Fire Protection Specialist	Bobby Duran www.pcetx.com	100 hours towards the required 300 hours of training required to take the TSBPE exam. (Shane)	TBD	\$650	1	Course	\$650.00	\$400.00	\$300.00	\$300.00	\$1,000.00
1	Texas State Board of Plumbing Examiners Inspector Training	Johnny Kurten Plumbing Education	Training needed to increase knowledge and prepare Shane to pass the TSBPE exam. (Shane)	TBD-Texas	\$500	1	Course	\$500.00	\$300.00	\$150.00	\$200.00	\$650.00
1	Texas State Board of Plumbing Examiners Inspector test	TSBPE	Certification test (Shane)	TBD-Texas	\$55	1	Test	\$55.00	\$0.00	\$50.00	\$0.00	\$50.00
2	Building Official Association of Texas (BOAT) Conference	Building Professional Institute	Training, CEUs, and professional development (Shane)	TBD-Texas	\$540	1	Conference	\$540.00	\$600.00	\$300.00	\$300.00	\$1,200.00
1	Commercial Building Inspector	ICC	Training to increase knowledge of code requirements for conducting Commercial Building Inspections. (Hannah)	TBD - Texas	\$1,050	1	Course	\$1,050.00	\$600.00	\$350.00	\$350.00	\$1,300.00
1	Commercial Building Inspector test	ICC	Certification test (Hannah)	Virtual	\$240	1	Test	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Commercial Plumbing Inspector Exam Prep Book	Thomson Learning Co	Training and certification (Hannah)	N/A	\$249.00	1	Course	\$249.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Commercial Plumbing Cert	ICC	Certification (Hannah)	Virtual	\$320.00	1	Test	\$320.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Building Professional Institute Conference	Building Professional Institute	Training, CEUs, and professional development (Hannah)	Virtual	\$540	1	Conference	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Code Enforcement Conference	Code Enforcement Association of Texas	Training, CEUs, and professional development. (Mark)	TBD	\$450	1	Conference	\$450.00	\$600.00	\$350.00	\$350.00	\$1,300.00
2	Building Professional Institute Conference	Building Professional Institute	Training, CEUs, and professional development (Mark)	Virtual	\$540	1	Conference	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Zoning Inspector	ICC Training	Training, CEUs, and Professional Development	On-line	\$69/\$170	1	Course and Test	\$239.00	\$0.00	\$0.00	\$0.00	\$0.00

FY26
BUDGET REQUEST

Item # 1.

1	Code Enforcement Conference	Code Enforcement Association of Texas	Training, CEUs, and professional development. (Russell)	TBD	\$450	1	Conference	\$450.00	\$600.00	\$350.00	\$350.00	\$1,300.00
1	ICC Legal Module - Study Guide & Exam	ICC Training	Req. for AACE Certified Code Enf. Administrator (Russell)	On-line	\$69/\$170	1	Course & Test	\$239.00	\$0.00	\$0.00	\$0.00	\$0.00
1	ICC Management Module	ICC Training	Req. for AACE Certified Code Enf. Administrator (Russell)	On-line	\$69/\$170	1	Course & Test	\$239.00	\$0.00	\$0.00	\$0.00	\$0.00
1	AACE - Certified Code Enforcement Administrator Application	American Association of Code Enforcement	Certification (Russell)	Upon completion of ICC Legal and Management Modules	\$50	1	License	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Building Professional Institute Conference	Building Professional Institute	Training, CEUs, and professional development (Russell)	Virtual	\$540	1	Conference	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Texas Certified Public Management Program (tuition reimbursement)	Texas State University	Leadership/Management skills	In Person (2 semesters)	\$695	3	Course	\$2,085.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Building Professional Institute Conference	Building Professional Institute	Training, CEUs, and professional development (Hampton)	Virtual	\$540	1	Conference	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Property Maintenance and Housing Training	ICC	Training, CEUs, and professional development (Hampton)	Virtual	\$380	1	Course	\$380.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Property Maintenance and Housing Test	ICC	Training, CEUs, and professional development (Hampton)	Virtual	\$240	1	Test	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Building Professional Institute Conference	Building Professional Institute	Training, CEUs, and professional development (Foxhoven)	Virtual	\$540	1	Conference	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Building Professional Institute Conference	Building Professional Institute	Training, CEUs, and professional development (Barrell)	Virtual	\$540	1	Conference	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Code Specialist Module	ICC	Training, CEUs, and professional development (Barrell)	Virtual	\$210	1	Course	\$210.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Code Specialist Test	ICC	Certification Test (Barrell)	Virtual	\$240	1	Test	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00
1	OSSF Designated Representative training course	TEEX	Requireid training to take the DR test. (Heysel)	TBD	\$595	1	Course	\$595.00	\$600.00	\$300.00	\$300.00	\$1,200.00
1	OSSF DR test	ICC	Certification test (Heysel)	Virtual	\$305	1	Test	\$305.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Central Texas Environmental Health Association membership	CTEHA	Training, CEUs, and professional development for health inspections. (Heysel)	N/A	\$100	1	Membership	\$100	\$0.00	\$0.00	\$0.00	\$0.00
1	Central Texas Environmental Health Association Conference	CTEHA	Training, CEUs, and professional development for health inspections. (Heysel)	San Marcos	\$250	1	Conference	\$250	\$0.00	\$200.00	\$0.00	\$200.00
1	Texas Environmental Health Association Conference	TCEQ	Training, CEUs, and professional development for on-site wastewater. (Heysel)	TBD	\$350	1	Conference	\$350	\$300.00	\$300.00	\$200.00	\$800.00
1	Texas On-Site Wastewater Association Conference	TOWA	Training, CEUs, and professional development for on-site wastewater. (Heysel)	TBD	\$425	1	Conference	\$425.00	\$300.00	\$300.00	\$200.00	\$800.00
1	Registered Sanitarian In Training renewal	DSHS	License (Heysel)	N/A	\$110	1	License	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Central Texas Environmental Health Association membership	CTEHA	Training, CEUs, and professional development for health inspections. (Danny)	N/A	\$100	1	Membership	\$100	\$0.00	\$0.00	\$0.00	\$0.00
1	Central Texas Environmental Health Association Conference	CTEHA	Training, CEUs, and professional development for health inspections. (Danny)	San Marcos	\$250	1	Conference	\$250	\$0.00	\$200.00	\$0.00	\$200.00
1	Texas Environmental Health Association Conference	TCEQ	Training, CEUs, and professional development for on-site wastewater. (Danny)	TBD	\$350	1	Conference	\$350	\$300.00	\$300.00	\$200.00	\$800.00
1	Texas On-Site Wastewater Association Conference	TOWA	Training, CEUs, and professional development for on-site wastewater. (Danny)	TBD	\$425	1	Conference	\$425.00	\$300.00	\$300.00	\$200.00	\$800.00
1	Registered Sanitarian renewal	DSHS	License (Danny)	N/A	\$110	1	License	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Site Evaluator (SE) renewal	TCEQ	License (Danny)	N/A	\$110	1	License	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

FY26
BUDGET REQUEST

Item # 1.

1	Designated Representative (DR) renewal	TCEQ	License (Danny)	N/A	\$110	1	License	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Notary Renewal	Texas Association of Notaries	License Renewal for Foxhoven, Hampton, and Barrell	N/A	\$25	3	License Renewal	\$75	\$0.00	\$0.00	\$0.00	\$0.00
							Registration fee:	\$17,481		Travel costs:		\$14,800.00
Training/Travel Total:												\$32,281

IT/Software Request:	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
1	Permitting Software	MGO	Continued use of permitting software. New fee schedule will include a technology fee for each permit issued to offset the ongoing cost. (Department)	\$1600/month	12	Subscription	\$19,200
1	Investigative software	Tracers	Used to conduct Code Enforcement investigations. The Planning Department routinely uses the software as well. (Code Enforcement)	\$100/month	12	Subscription	\$1,200
1	ICC Premium Complete Access to I-Codes	ICC	Year's access to tools for copying and printing code sections for over 1800 code books (allows concurrent access for multiple users) (Building Inspectors)	\$675.00	1	Annual Subscription to Code Books	\$675
1	ICC Online Learning Subscription - includes 150+ courses https://www.iccsafe.org/content/online-learning-subscription/	ICC	Training and certification	\$300	1	Subscription	\$300.00
1	Plan review software	Blue Beam	Blue Beam is used across the construction industry for markups, measuring distance, calculating volume, digital stamping and signing, and text conversion and search. Time required for reviewing Health and OSSF plans would be reduced by incorporating this technology.	\$440	1	Subscription	\$440
IT/Software Total:							\$21,815

Office Equipment Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
1	Digital plumbers level	Amazon	Determine slope of pipes during inspection, smaller size fits between joints in the pipe	\$40.00	1	Level	\$40.00
1	Laser/flashlight combo	Amazon	Replace existing rechargeable flashlights that no longer hold a charge. Laser pointer for inspections	\$50	2	Laser/flashlight	\$100.00
2	Stud buddy	Amazon	Verify fastener spacing for circumvented drywall inspections	\$20	1	Stud finder	\$20.00
1	SPOT - The fridge & everywhere thermometer	Thermoworks.com	Field food inspections, to conduct accurate temp checks of stand alone multiple at one time.	\$22.75	2	thermometer	\$45.50
1	DishTemp - plate-simulating dishwasher thermometer	Thermoworks.com	Field food inspections, to conduct accurate temp checks of dishwashers that use temp for sanitization.	\$63.20	1	thermometer	\$63.20

FY26
BUDGET REQUEST

Item # 1.

1	Thermapen ONE	Thermoworks.com	Field food inspections, to conduct accurate temp checks food in their cooking process.	\$80.50	2	yellow, green, & black are cheaper (thermometer)	\$161.00
2	Versa Desk	Amazon	Current standing desk does not fit in the cubicle - it's too large	\$400.00	1	Desk	\$400.00
2	Office Chair	Amazon	The existing chair is broken and oversized	\$300.00	1	Chair	\$300.00
1	2 Pack 24 Inch Magnetic Computer Privacy Screen Filter, Anti blue light filter, anti glare protector	Amazon	Eye strain prevention	\$69.99	1	Monitor protective shield	\$69.99
1	Multi-Function Little Giant Extension Ladder	Amazon	Code Enforcement needs a dedicated ladder for removing signs from utility poles	\$575.00	1	Ladder	\$575.00
1	Work Gloves	Amazon	Code Enforcement needs gloves for pulling signs from utility poles	\$25.00	2	Gloves	\$50.00
1	Telescoping pry bar	Amazon	Code Enforcement needs a telescoping pry bar for removing signs from utility poles	\$90.00	2	Pry bar	\$180.00
Office Equipment Total:							\$2,005

Vehicles Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
2	Dash cam for Code Enforcement Vehicles	TBD	Cameras are needed for Code Enforcement Officer safety	\$500	2	Camera	\$1,000.00
1	1/2 ton truck	TBD	7 Inspectors will be sharing 4 vehicles - Health x 2, Code Enforcement x 2, Building x 2, and Lighting. We are experiencing delays with the 5 current inspectors sharing 4 vehicles; adding another Health Inspector and Building Inspector (Total of 7) is going to make the problem worse and prohibit our ability to provide timely inspections and respond to situations. This is the third year I have asked for an additional vehicle.	\$55,000	1	1/2 ton truck	\$55,000.00
1	Car wash subscription	Club Carwash	We've had a subscription for 2 years and they are used weekly to clean and vacuum the vehicles. Due to the nature of our inspections, we are frequently in areas that are not fully paved or the streets are dirty from construction. Paying for the inspectors to hand wash the cars weekly is more expensive on an hourly basis than a car wash. Hand washing also reduces the inspectors time to be in the field inspecting or in the office managing administrative tasks.	\$25/month	4		\$1,200.00
Vehicle Total:							\$57,200

Clothing Allowance Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
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FY26
BUDGET REQUEST

Item # 1.

1	Branded shirts x 3 for each staff member	Mongraming & ETC	Professional appearance and easily identifiable city affiliation when conducting inspections and investigations. Keeps the sun and sweat out of our eyes. Quantity is needed due to the hats becoming dirty and stained quickly.	\$60	10	Clothing	\$1,800.00
1	Safety Boots for inspectors and Code Enforcement	Cavenders	Safety Boots are needed due to working in and around construction sites. Lighting inspectors do not need safety boots as their site visits are always conducted when the projects are near completion.	\$180	7	Pair	\$1,260.00
1	Branded hats for staff members.	Mongraming & ETC	Professional appearance and easily identifiable city affiliation when conducting inspections and investigations. Keeps the sun and sweat out of our eyes. Quantity is needed due to the hats becoming dirty and stained quickly. Stained and dirty hats detract from the neat and clean appearance we want to maintain across the city.	\$360	2	Box of 24 hats	\$720.00
Clothing Total:							\$3,780.00

Total Dept budget request: **\$118,220.69**

Name- DSVB Dept/Board- DSVB

Personnel- 301-105-6000

Item Cost Priority	Position Title/Description	Proposed Salary	\$900/\$1,700 Computer/Laptop Yes/No	\$500/\$1,180 Cell/Tablet Yes/No/Both	IT Needs					Other/ Peripherals	Cost Per Unit	# of Units	Total (\$)
					\$700 Work Station Docking Station 2 Mtrs.	\$264 Ring Central Line	\$276 MSO365 E1 or E3	\$325 Adobe/Pro					
	Tourism Manager						264	276					
	Tourism Marketing Coordinator						264		325				
Total Budget Personnel:											\$200,000	ESTIMATE	

Dues, Fees, Subscriptions- 301-111-63004

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)
	Destinations Texas- Dues	Destination Texas			\$830	1		\$830
	Texas Travel Alliance Dues	Texas Travel Alliance			\$565			\$565
	Texas Hill Country Region Dues	Texas Hill Country Region			\$225			\$225
	Brew City Texas Dues	Brew City Texas			\$350			\$350
	Authorize.net	Authorize.net			\$500			\$500
	Sign Up Genius	Sign Up Genius			\$144			\$144
	Dripping Springs Chamber of Commerce Dues	DSCOC						\$400.00
	Other Dues	Other Dues						\$1,000.00
Total Budget Dues, Fees, Subscriptions Request:								\$4,014

Training/Travel- 301-111-63005

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel
	Destinations Texas Confererce	Destination Texas		Sept. 2027/TBD	\$1,750	2		\$3,500	\$1,700.00	\$ 1,000.00
	Texas Tourism College	Texas Travel Alliance	Year 2 of the program for Reagan	June, 2027/College Station	\$900			\$2,175	\$ 900.00	\$ 845.00
	Misc. Travel							\$1,500		
Total Budget Training/Travel Request:									\$7,175	increase

IT Equipment/Software- 301-111-64001

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Equipment						\$5,000
Total Budget IT/Software Request:							\$1,000

IT Equipment/Software- 301-111-64002

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Datafy	Datafy		\$15,000			\$17,850
	Constant Contact	Constant Contact		\$3,400			\$3,400
	Host Papa	Host Papa		\$26			\$26

increase this year

Note: in 2026, accounts 64001 and 64002 were combined for a total of: 27,176.

BUDGET REQUEST

Item # 1.

Visit Widget	Visit Widget			\$3,600			\$3,600
Module Expenses	CivicPlus			\$2,000			\$1,000
Canva	Canva			\$120			\$144
Total Budget IT/Software Request:							\$26,020

No increase, just shifting accounts

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
Total Office Equipment Request:							\$0

General Maintenance- 301-111-63023

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Storage Units	Federal Storage		\$2,200			\$3,600
	Office Cleaning						\$5,670
	Office Maintenance						2,000
Total General Maintenance Request:							\$11,270

Office Supplies- 301-111-64000

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Printer Toner	Amazon or Quill		\$2,000			\$2,000
	Paper, labels, etc.	Amazon or Quill		\$300			\$300
Total Office Suppliest Request:							\$2,300

Postage- 301-111-66002

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Stamps	USPS					\$300
	Guide Mailing	USPS					\$500
Total Postage Request:							\$800

Utilities- 301-111-65017

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Electricity	PEC					\$1,000
Total Utilitiest Request:							\$1,000

Website- 301-111-66001

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Website annual fee	Sapphire or Civi					\$1,000
	Calendar, Enhancements, Visitor Modules						\$5,000
Total Website Request:							\$6,000

Was 12,000 in 2026

Advertising and Marketing- 301-111-66001

Item			Cost per	# of	Unit	Total
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FY27
BUDGET REQUEST

Priority	Item Description	Vendor	Justification	Unit	Units	Type	(\$)
	General Advertising						\$10,000
	Travel Guides, Texas Highway Print, Tour Texas	AJR Media					\$36,000
	Digital Search, Retargeting	AJR Media					\$38,000
	Brand Enhancement/ Promotion						\$8,000
	Misc. Marketing Expenses						\$8,000
	Tourism Videos						\$8,000
	Banners/Signage						\$4,500
	Photography						\$1,000
	Printed Collateral Tourism Promotion Piece/Map						\$5,000
	Downtown Meetings and SB Taskforce						\$3,000
Total Advertising and Marketing Request:							\$121,500

Added

added 2k for taskforce

Was 111,500 in 2026

Songwriters Festival- 301-111-64036

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	General Advertising						\$10,000
	Supplies						\$2,500
	Entertainment & Activities						\$40,000
	Software						
	Dues, Fee & Subscriptions						\$300
	Printing						\$2,500
	Merchandise						\$7,500
	Consultant Fee						\$7,500
	Equipment Rental						\$25,000
	Security						\$750
	Lodging						
	Donation from auction						
Total Songwriters:							\$96,050

Was 115,800 in 2026

Wedding Showcase- 301-111-64037

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Advertising						\$200
	Professional Services						
	Dues, Fees, Subscriptions	Square					\$300
	Printing						\$300
	Venue Rental						\$2,900
	Supplies						\$900
Tota Wedding:							\$4,600

increased

Stars in Dripping Springs- 301-111-64039

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Advertising						\$200
	Supplies		stars, plaques, artists, mounting	\$6,000			\$24,000
	Entertainment and Activities						\$2,000
	Printing						\$1,000

FY27
BUDGET REQUEST

Total Stars: \$27,200

Item # 1.

Dripping Springs Improvement

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Supplies						\$3,000
	Improve stairs and clean up walkway						\$26,000

Total Improvement: \$29,000 Deleted in 2026

Capitol Fund Surplus

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Surplus						\$50,000

Total Capitol Funds: \$50,000

With Salary Estimate Total Projected Expenses \$587,929

REVENUES

Sponsorships/Donations							
	Songwriters Festival - cash						\$30,000
	Songwriters Festival - in kind						\$40,000
	Wedding Showcase - cash & in kind						\$2,500
	Stars in Dripping Springs						\$24,000
Total Projected Sponsorship Revenues							\$96,500

Program and Event Fees							
	Songwriters Festival Vendors						\$500
	Wedding Showcase Booth Fees						\$9,000
Total Projected Program and Event Revenues							\$9,500

Ticket Sales							
	Songwriters Festival						\$0
Total Projected Ticket Sales Revenues							\$0

Merchandise Sales							
	Songwriters Festival						\$5,000
Total Projected Merchandise Sales Revenues							\$5,000

Interest							
Total Projected Interest Revenues							\$5,000

HOT Funds							
Total Projected HOT Fund Revenues							\$425,000 375 in 2026

Total Projected Revenues \$541,000

**Human Resources
Proposed FY 2027 Budget**

GL Account	Description	FY 2027 Proposed	FY 2027 Amended Proposal	Notes
For new personell requests, please indicate in the necessary catagories what is being requested for the new position.				
Expenditures				
	Personell Requests	Please list the position requested and the proposed salary.		
		\$ -	\$ -	
	Training & Education			
	TMHRA Conference	450.00		
	THMRA Membership	100.00		
		\$ 550.00	\$ -	
	Dues, Fees & Subscriptions			
		\$ -	\$ -	
	IT Equipment & Supplies			

**City Secretary
Proposed FY 2027 Budget**

Item # 1.

GL Account	Description	FY 2027 Proposed	FY 2027 Amended Proposal	Notes
For new personell requests, please indicate in the necessary catagories what is being requested for the new position.				
Expenditures				
	Personell Requests	Please list the position requested and the proposed salary.		
	Intern-Full Time, temporary	6,700.00		NEW position. 40 hrs. wk. at \$21.00, for 8 weeks
	Records Manager, Part-time	25,000.00		Existing position. Proposed \$25.00 per hr., 19 hrs. wk.
	Deputy City Secretary, Full-time	60,000.00		Existing position. Proposed \$28.85 per hr., 40 hrs. wk.
	City Secretary, Full-time	90,000.00		Existing position. Proposed \$43.27 per hr., 40 hrs. wk (exempt)
		\$ 181,700.00	\$ -	
	Training & Education			
	International Institute of Municipal Clerks (IIMC) Conference	1,500.00		Annual Conference in Fort Worth to earn credit towards CMC designation
	Texas Municipal Clerks Certification	2,500.00		Deputy City Secretary, 3 Seminars w/ travel
	Texas Municipal Clerks	1,800.00		City Secretary TRMC Recertification Requirements, 2 Seminars w/ travel
	In-person Training opportunites	1,000.00		Annual trainings put on by TSLAC, SOS, AG, TML, etc.
	On-line Training opportunities	500.00		Training requested by boards & commission members, City Essentials
	On-line Training opportunities	700.00		Continuing ed for City Secretary, Deputy City Secretary, and Records Manager
		\$ 8,000.00	\$ -	
	Dues, Fees & Subscriptions			
	IIMC Membership	200.00		Annual membership for City Secretary
	TMCA Membership	200.00		Annual membership for City Secretary & Deputy City Secretary
	Capital Chapter Membership	90.00		Annual membership for City Secretary, Deputy City Secretary, and Records Clerk
		\$ 490.00	\$ -	
	IT Equipment & Supplies			
	Wireless Clicker	100.00		Meeting presentations
	Tablets	2,360.00		Currently short 2 tablets, PRC has 9 members
		\$ 2,460.00	\$ -	
	Software			
	Civic Plus - Municode	4,999.00		Codification of Ordinances
	MCCI / Laserfiche	7,800.00		License subscription and support
	Civic Plus - Municode Essentials	3,500.00		Agenda management software
	Civic Plus - Board Applications	4,500.00		Board application software

	Granicus-Gov QA	7,300.00		Public information requests	Item # 1.
		\$ 28,099.00	\$ -		
Phone & Network					
	Cell Phone	500.00		City Secretary Cell Phone	
	Ring Central Line	792.00		Ring Central for City Secretary, Deputy City Secretary, and Records Clerk	
	Microsoft Office	828.00		Microsoft for City Secretary, Deputy City Secretary, and Records Clerk	
	Adobe	975.00		Adobe for City Secretary, Deputy City Secretary, and Records Clerk	
	Outlook Email	900.00		Email for City Secretary, Deputy City Secretary, and Records Clerk	
		\$ 3,995.00	\$ -		
Publications & Recordings					
	News-Dispatch	5,000.00		Estimate for required publication of ordinances and other notices	
	Simplifile-Hays County	1,068.00		Required filing w/ Hays Co.	
		\$ 6,068.00	\$ -		
Records Management & Public Information					
	AAA Storage	1,632.00		Records Storage Facility, \$136 per mo.	
	Safe Shred	1,296.00		Records Disposal Service, 2 bins for \$108 per mo.	
	Texas Attorney General	120.00		Ruling Requests (PIA)	
		\$ 3,048.00	\$ -		
Elections					
	Mailings to Residents	4,980.00		5x7 postcards & postage for CODS residents	
	Hays County	6,100.00		Elections Administrator, programming, and supplies	
		\$ 11,080.00			
Meeting Supplies					
	Next Day Stamps	350.00		Name Plates for Commissioners & Staff	
	Award Plaques	350.00		Recognition for years served	
	Pens and other office supplies	100.00		Pens, binders, etc.	
	Meals, candy, snacks	3,400.00		Dinner for meetings	
	Reception	350.00		Post election reception in honor of elected officials	
		\$ 4,550.00	\$ -		
Office Supplies & Equipment					
	Accordion folders, manila folders, boxesetc	150.00		Records management for filing permanent or long retention (10+)records	
	Non copier paper	150.00		Proclamation paper, acid free paper, certificate paper,cardstock	
	Label Maker and label tape	250.00		Records Management - labeling boxes, folders, and envelopes	
		\$ 550.00	\$ -		
TOTAL		\$ 250,040.00	\$ -		

FY26
BUDGET REQUEST

Item # 1.

Name- Riley Sublett Dept/Board- Maintenance

- Key
- Basic Operating Cost
 - New Request FY-27
 - Possible Request for FY-28
 - Information Incomplete
 - Request for other department

Item Cost Priority	Position Title/Description	Proposed Salary	IT Needs							Other/ Peripherals	Cost Per Unit	# of Units	Total (\$)
			\$900/\$1,700 Computer/Laptop Yes/No	\$500/\$1,180 Cell/Tablet Yes/No/Both	\$700 Work Station Docking Station 2 Mtrs.	\$264 Ring Central Line	\$276 MSO365 E1 or E3	\$325 Adobe/Pro					
1	Maintenance Coordinator	\$55,000 - \$65,000	yes	Cell	yes	Yes	yes	yes				\$68,765	
2	Maintenance Operations Manager	\$65,000 - \$75,000	yes	both	yes	Yes	yes	Yes				\$79,945	
3	Maintenance Worker I (If ops mngr is denied)	\$45,000 - \$50,000	no	both	no	no	no	no				\$51,680	
										\$148,710			

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Asset Essentials	Asset Essentials	Work Order and Asset Management System	\$14,000	1	Yr	\$ 14,000.00
	Fuel level Monitoring Monthly Subscription	Arnold Oil	Monthly service for monitoring 3 fuel tanks for fuel levels and re-filling notifications to City and supplier.	\$40	36	Mo	\$ 1,440.00
	Daupler AI (Emergency call screening and Citizen notification tool.		Used to send mass notifications during emergencies and planned maintenance projects. Also screens after hours calls and directs them to the correct on-call department	\$25,000 Annual fee, \$10,000 Initiation fee			\$ 35,000.00
	Cellphones				7		\$ 3,500.00
	Fleet Management Software	TBD					\$ 10,000.00
Total							\$ 63,940

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)
1	Construction Inspection Trainings	TBD	Profession education and trainings related to construction of public infratructure to avoid future maintenance costs		\$5,000	1		\$ 5,000.00
	Maintenance Trainings	TBD			\$600	8		\$ 4,800
	APWA Membership	APWA			\$ 300.00	3		\$ 900.00
	Texas-APWA Conference	Tx-APWA	Profession Education: Fleet Maintenance, Road and Pavement Management, Facility Management/Maint.	TBD	\$ 1,800.00	3	Person	\$5,400
	PWX Conference	American Public Works Association	Profession Education: Fleet Maintenance, Road and Pavement Management, Facility Management/Maint.	Phoenix, AZ	\$2,800	3	Person	\$8,400
Total Budget Training/Travel Request:								\$ 24,500

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
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FY26
BUDGET REQUEST

Item # 1.

	Hand Tools	TBD	Tool replacement, acquisition of tools for improved safety and efficiency, fleet vehicle tools				\$10,000
	Power Tools	TBD	To perform daily maintenance operations	\$ 10,000.00			\$10,000
1	Crack Sealer Machine	Seal Master		\$97,000			\$97,000
2	Equipment Trailer			\$18,000			\$ 18,000
	Equipment Rental	TBD	Used to rent equipmint	\$5,000.00	1		\$ 5,000
Total Office Equipment Request:							\$140,000

Fleet Acquisition

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
1	1 Ton work truck with work bed	TBD	Used as a City Maintenance vehicle for transporting large equipment, responding to work order, and performing daily maintenance tasks	\$ 85,000.00	1	Vehicle	\$85,000
Total Office Equipment Request:							\$85,000

Fleet Maintenance

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Fuel- Existing Fleet	Arnold Oil	Fuel	\$4,000	23	Vehicle	\$92,000
1	Fuel- Fleet Acquisition	Arnold Oil	Fuel	\$4,000	2	Vehicle	\$8,000
	Preventative Maint.	TBD	Oil, air filters, etc	\$1,500	23	Vehicle	\$34,500
	Corrective Maintenance	TBD	Tire replacement, etc	\$2,000	23	Vehicle	\$46,000
Total Office Equipment Request:							\$180,500

Office Maintenance and repairs DSCH, DSDS, DSVB, DTRR

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Electrical, HVAC, Plumbing			\$15,000	4		\$60,000
	Office Cleaning		City Hall/ Development Services Office Cleaning	\$720	52	Week	\$ 37,440.00
	Prevnitive & Corrective Maint.			\$5,000	4		\$ 20,000
	Landscaping Maintenance			\$5,000			\$ 5,000
	HVAC and pest control		Facility Maintenance	\$7,000	1		\$ 7,000
Total Office Equipment Request:							\$129,440

DSVB: \$120/w
DSCH: \$400/w
DSDS: \$200/w

Equipment Maintenance

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Preventative Maint.	TBD	Tune up parts, oil, mower blades, etc.	\$1,000	10		\$10,000
	Gas/Oil	TBD	Fuel for equipment to mow City properties and ROW's	\$3,000	10		\$30,000
	Corrective	TBD	Equipment/part repair and replacement	\$1,500	10		\$15,000
Total Office Equipment Request:							\$55,000

Street Maintenance

FY26
BUDGET REQUEST

Item # 1.

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Street Signs and supplies	Safelane Traffic Supply	Sign installation/replacement		1		\$5,000
	Asphalt Cold Mix	Atlas Asphalt Inc.	Pot Hole and Road repair	\$1,500	10	Pallet	\$15,000
	Preventitive Roadway Maintenance	Seal Master	Prevent roadway deterioration by adding a microsurface to streets	\$45,000	1	Ea	\$45,000
	Road Repair	TBD	Road Repair throughout the City Limits. Crack sealer, paint and striping, etc.				\$170,000
	Misc.	TBD	ROW maintenance, street light repair, guardrail repair and replacement, maintenance supplies, etc.				\$40,000
Total Street Maintenance Request:							\$275,000

Street Improvements

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Grand Prairie Cir. and Goodnight Trail		Intended roads for improvements from the 5-year Maintenance plan. Mill and overlay with areas of full depth repair.				\$664,000
Total Street Improvements Request:							\$664,000

Uniforms

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Uniforms	Monogramming Etc.	Uniform replacement/new employee uniforms: Shirts, pants, boots	\$1,000	10	Prsn	\$10,000
	Boots	TBD	Boot Replacement	\$250	10	Prsn	\$2,250
Total Uniforms Request:							\$12,250

Maintenance Supplies

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Personal Protective Equipment	Home Depot/Grainger	Staff safety items: Eye protection, hearing protection, gloves, etc.				\$5,000
	Misc.	TBD	Tape, zipties, WD-40, rags, towels, etc.				\$10,000
Maintenance Supplies Request:							\$15,000

Maintenance Facility

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
1	Maintenance Facility bay buildout	TBD	Build out maintenance bays with vehicle lift, Tool benches, Welders, shop tools, and fleet maintenance tools when construction is completed	\$150,000		total	\$150,000

FY26
BUDGET REQUEST

Item # 1.

Maintenance Facility Request:	\$150,000
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Total Maintenance Request	\$1,943,340
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FY23
STAFF BUDGET REQUEST

Item # 1.

Name- Roman Baligad Dept- Emergency Management

Personnel

Item Cost Priority	Position Title/Description	Proposed Salary	IT Needs					Cost Per Unit	# of Units
			\$900/\$1,700 Computer/Laptop Yes/No	\$500/\$1,180 Cell/Tablet Yes/No/Both	\$700 Work Station Docking Station 2 Mtrs.	\$264 Ring Central Line	\$276 MSO365 E1 or E3		
Total Personnel Request:								\$0	

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air
	TDEM Conference	TDEM		May-25			\$2,250.00	\$300.00	\$1,500.00	\$150.00	
	Misc FEMA/State	FEMA					\$2,000.00				
	Disasters Expo USA Houston						\$2,000.00				
	AED/CPR	CPR Resources					\$5,000.00				
Total Budget Training/Travel Request:								#####			

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	WebEOC	Juvare		\$12,000	1		\$12,000
	Perryweather	Perryweather		\$3,100	1		\$3,100
Total Budget IT/SoftwareRequest:							\$15,100

Maintenace

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)

FY23
STAFF BUDGET REQUEST

Item # 1.

	CH Fire Alarm Monitoring and testing	Cothrons Security		\$611	1		\$611
	Streaming Service	Fubu	News and weather channels	\$105	12		\$1,080
	AED Servicing		City owned AED's	\$1,800	1		\$1,725
	Public Realtions materials			\$4,000	1		\$4,000
	Emergency Generator Maintenance		DSRP Emergnecy generator	\$5,000	1		\$5,000
	LCRA Radio Service		Emergeny Communication	\$958	1		\$958
	Portable Satelite Internet Service	Bluecosmo	Emergeny Communication	\$92	12		\$1,100
	DSRP Ethernet		Emergeny Communication	\$708	1		\$708
	Cintas		First Aid Equipment	\$10,000	1		\$10,000
	DSISD Radio Service		Emergeny Communication	\$1,728	1		\$1,728
	Fire Extinguisher Servicing		Facilities	\$5,000	1		\$5,000

Total Maintenance Request: \$31,910

New & Replacement Purchases							Spent	Difference
	Archer 8- Barrier Trailer Kit				1	\$184,000		
	Crowd Control Interlocking Barrier				100	\$15,000		
	Upgrade for Harris Radios				2	\$4,800		
	EM Radio Batteries				13	\$2,000		
	Portable Message Signs				2	\$18,000		

Total New & Replacement Purchases Request: \$223,800

Total Emergency Management Budget Request \$ 282,060

FY23
STAFF BUDGET REQUEST

Item # 1.

Total
(\$)
\$0

Per Diem
\$300.00

FY23
STAFF BUDGET REQUEST

Item # 1.

Description	Requester	Purpose	Item # 1.
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Revenues

Balance Forward			581,706.00
Taxes			
Hot Revenue Taxes			900,000.00
Other Revenues			
Other Revenues			10,000.00
Interest			
Total			1,491,706.00

Expenditures

Convention or Information Centers			
Transfer to Debt Service	City	Payment of Series 2013 Note	92,055.00
Transfer to Event Center	City	Operation	330,000.00
DSVB	City	Center Operation	425,000.00
	City	Rentalscape	8,000.00
Grants	Pound House		-
	Rollerderby		-
Convention or Information Centers Subtotal			855,055.00
Convention Delegate Registration			
Grants			-
Convention Delegate Registration Subtotal			-
Tourism Advertising			
Advertising	City	iStock Stock Photos (1/3)	
	City	CivicPlus website (1/3)	
	City	PODS Annual Donation Photographers of Dripping Springs	
	City	General Promotion	15,000.00
	HPC	Historic Tour Brochure Printing	
Holiday Light Displays	City		
Dues and Fees		Hotel Lodging Association	6,000.00
Grants	Pound House		575.00
	Rollerderby		-
	Vintage Market Days		20,000.00
	Outlast Austin		19,000.00
	Art League		6,000.00
Tourism Advertising Subtotal			66,575.00
Arts			
Arts Programs	City	Stars Public Art Campaign	
Grants	Art League		1,000.00
Arts Subtotal			1,000.00
Historical Restoration & Preservation			
Grants	Pound House		28,695.00
Historical Restoration & Preservation Subtotal			28,695.00
Public Signage			
Signage	City	Mercer Street Banners	
	City	Monument Sign Replacement	80,000.00
	City	Wayfinding Signage	70,000.00
	HPC	Mercer Street Light Banners	
	HPC	OFR & Hays St. District Signage	
Grants	Pound House		-
	DS Ag Boosters		-
Public Signage Subtotal			150,000.00
Sporting Event Promotion			
Grants	DS Ag Boosters		-
	Outlast Austin		3,500.00
	Rollerderby		4,250.00
Sporting Subtotal			0
Lighting			

Hotel Occupancy Tax Fund Requests - FY 2027

Description	Requester	Purpose	Item # 1.
Dark Sky Compliance	City	Lighting Capital Fund	
Lighting Subtotal			-
Other			
Holiday Lighting			
Lighting Subtotal			-
Total			1,109,075.00
Balance			382,631.00

FY27
BUDGET REQUEST

Item # 1.

Name- Jason Weinstock Dept/Board- Information Technology

Personnel

Item Cost Priority	Position Title/Description	Proposed Salary	IT Needs							Cost Per Unit	# of Units	Total (\$)	
			\$900/\$1,700 Computer/Laptop Yes/No	\$500/\$1,180 Cell/Tablet Yes/No/Both	\$700 Work Station Docking Station 2 Mtrs.	\$264 Ring Central Line	\$276 MSO365 E1 or E3	\$325 Adobe/Pro	Other/ Peripherals				
	6 Backup		10200			4200					700		\$15,100
	IT General Cabling Connectors												\$5,000
	Tools												\$2,000
	Uniforms												\$600
Total Budget Training/Travel Request:											\$22,700		

Training/Travel

Item Priority	Item Description	Vendor	Justification	Date/Location	Cost per Unit	# of Units	Unit Type	Total (\$)	Registration	Hotel	Mileage/Air	Per Diem
		Comptia	Network Credential		\$2,849			\$2,849				
		Comptia	Security Credential		\$2,849			\$2,849				
Total Budget Training/Travel Request:									\$5,698			

IT Equipment/Software

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Meraki Network Licensing			\$2,143	7		\$15,000
	Smart Board CH						
	Council Chambers Laptops			\$1,800	11		\$19,800
	Replacement Switch w/ lic			\$5,000	1		\$5,000
	Asset Management						\$8,500
	MultiFactor Auth						\$8,000
Total Budget IT/Software Request:							\$34,800

Office Equipment

Item Priority	Item Description	Vendor	Justification	Cost per Unit	# of Units	Unit Type	Total (\$)
	Utilities Network Rebuild		Create Dedicated Space				\$29,000
Total Office Equipment Request:							\$29,000

**Parks and Community Services
Proposed FY 2027 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Actual	FY 2026 Proposed	FY 2026 Adopted	FY 2026 March 31st	FY 2026 Actual	FY 2027 Proposed	Notes
	Transfers In							
	TXF in from Hays County Bond Measure Award							
	TXF from Contingency Funds General							
100-400-47012	TXF from Contingency Funds DSRP							
100-400-47007	TXF from General Fund							
	TXF From CLFRF							
100-400-47005	HOT Funds	16,500.00	16,500.00	16,500.00			16,500.00	Shawn to provide
100-400-47002	TXF from Parkland Dedication (Parkland Dedication funds are allocated for Capital Improvements only.)	8,500.00	392,690.61	392,690.61			172,190.62	Path to Pond and Playground = \$220,500 in FY26
100-400-47014	TXF from Parkland Development (Parkland Development funds can be utilized for maintenance costs)	-	116,610.00	116,610.00			51,610.00	Pool and SRP Light Maint. = \$65,000 in FY26
100-400-47003	TXF from Landscaping Fund	60,000.00	70,000.00	60,000.00			70,000.00	
	Total Transfers In	85,000.00	595,800.61	585,800.61	-	-	310,300.62	
	Sponsorships and Donations							
	Christmas on Mercer		4,000.00	4,000.00			4,000.00	25% of Booth and Electricity Fees/Johnna
	Sponsorships & Donations	-	2,000.00	2,000.00			3,000.00	
100-400-44000	Total Sponsorships & Donations	6,676.00	6,000.00	6,000.00	1,250.00	-	7,000.00	
	Aquatics Program Income							
	Pool Daily Entrance Fees		10,000.00	10,000.00			10,000.00	
	Lifeguard/Red Cross Trainings		750.00	750.00			750.00	\$150 x 5 (offering for free to staff)
	Pool Season Passes		14,000.00	14,000.00			14,000.00	
	Coyote Camp Entrance Fee Income		2,000.00	2,000.00			2,000.00	\$4/camper x 10 weeks x 50 campers
	Pool Events		1,000.00	1,000.00				Move to 100-400-44002 Community Events
	Swim Lessons		5,000.00	5,000.00			6,000.00	
100-402-44003	Total Aquatics Program Income	28,637.00	32,750.00	32,750.00	-	-	32,750.00	
	Pool Rental Income							
	Tiger Splash		19,238.75	19,238.75			21,277.00	Based on 2026 agreement.
	Pool Rental		3,000.00	3,000.00			3,000.00	10 Rentals @ \$300 per
	Cabana Rental						3,600.00	60 rentals @ \$60 per
100-402-44004	Total Pool Rental Income	23,497.00	22,238.75	22,238.75	-	-	27,877.00	
	Park Rental Income							
	Sports & Recreation Athletic Fields		6,000.00	6,000.00			3,000.00	
	Veterans Park/Triangle Rental		1,000.00	1,000.00			500.00	
	Founders Pavilion Rentals		6,000.00	6,000.00			4,000.00	
	Founders Memorial Athletic Fields		1,000.00	1,000.00			1,000.00	
	Parking Lot Fee		5,000.00	5,000.00			500.00	
	Adult Softball Leagues (Field Use Fees)						7,500.00	
100-400-44004	Total Park Rental Income	7,890.00	19,000.00	19,000.00	12,277.00	-	16,500.00	
	Community Service Permit Fees							
	Road Closure Permits		125.00	125.00			250.00	
	Film Permits		125.00	125.00			125.00	

**Parks and Community Services
Proposed FY 2027 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Actual	FY 2026 Proposed	FY 2026 Adopted	FY 2026 March 31st	FY 2026 Actual	FY 2027 Proposed	Notes
	Commercial Activity in a Park		125.00	125.00			250.00	Food Trucks, Fitness Instructors, etc..
	Banners at Triangle			-			250.00	
	Special Event Applications						200.00	
	Itinerant Vendor Permits		1,000.00	1,000.00			500.00	
100-400-44001	Total Community Service Permit Fees	1,250.00	1,375.00	1,375.00	1,275.00	-	1,575.00	
	Community Service Programs & Events							
	Programs & Events		-	8,800.00			1,000.00	Pool Movies, Puppy Plunge, Kite Fest.
100-400-44002	Total Community Service Programs & Events	3,419.00	-	8,800.00	2,100.00	-	1,000.00	
Total Revenues		156,369.00	677,164.36	667,164.36	16,902.00		397,002.62	
Expenditures								
	Other							
	Parks Mileage		500.00	500.00			500.00	PCS Staff
100-400-64003	Uniforms	740.00	6,000.00	6,000.00			6,000.00	PCS Staff - Polos, Boots, Jackets, etc..
100-400-70003	Total Other	3,043.00	6,500.00	6,500.00		-	6,500.00	
	Software/IT Equipment							
	Survey Monkey		400.00	400.00			400.00	Share with HR and Marketing (see Lisa)
	When I Work		1,650.00	1,650.00			1,650.00	Park Maintenance, Lifeguards and Camp Staff Scheduling
	Canva		450.00	450.00			450.00	Yearly Subscription - per Johnna
	Jotforms		1,500.00	1,500.00			1,500.00	Yearly Subscription - per Johnna
	Productive Parks		3,104.00	3,104.00			5,000.00	Parks Work Order System; Increased 4/27/26
	CivicRec Recreation Business Software		9,675.00	9,675.00			10,600.00	Quote Dated 7/22/25
	Monday			500.00			500.00	per Johnna
Shawn to add	Total Software	-	16,779.00	17,279.00		-	20,100.00	
	Dues, Fees & Subscriptions							
	NRPA Agency Membership		900.00	900.00			945.00	Agency Membership (11 - 20 FT Staff + Board)
	Bird City Texas Certification Fee		500.00	500.00			500.00	per Johnna
	Keep Texas Beautiful		200.00	200.00			200.00	Annual Dues - per Johnna
	TRAPS Membership		1,350.00	1,350.00			1,350.00	Agency Membership (11-15 Staff + 10 Board)
	Feeder Watch Subscription						20.00	Bird City
	TPPC Membership		125.00	125.00			125.00	Texas Public Pool Council
100-400-63004	Total Dues, Fees & Subscriptions	3,115.00	3,075.00	3,075.00	1,550.00	-	3,140.00	
	Advertisements + Marketing							
	Parks & Community Services Explore Guide		12,000.00	12,000.00			12,000.00	Additional printings & Mailings/Digital Flipbook Subscription.
	HR - Recruitment Ads		1,000.00	1,000.00			1,000.00	TRAPS, Indeed, NRPA
	General Event Banners & Yard Signs		1,000.00	1,000.00			1,000.00	Bark in the Park, Movies in the Park, Community Clean up Days, Star Party, Lights Out Drip, IDS Week, Festival of Flight; 10 banners @ \$100 each
	Event Marketing		1,500.00	1,500.00			1,500.00	Social Media
	PCS Bags		1,500.00	1,500.00			1,500.00	3,000 Bags
100-400-66001	Total Advertising & Marketing	7,656.00	17,000.00	17,000.00	3,234.00	-	17,000.00	
IMPROVEMENTS (CIP)								

**Parks and Community Services
Proposed FY 2027 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Actual	FY 2026 Proposed	FY 2026 Adopted	FY 2026 March 31st	FY 2026 Actual	FY 2027 Proposed	Notes
	All Parks Improvements							
	DSRP - Trail Wayfinding Signage		185,000.00				190,550.00	Bid Services, Construction Docs, and Construction
	DSRP - Storage Building						200,000.00	
	Recreation Center Feasibility Study						200,000.00	
	Aquatic Facility Feasibility Study						75,000.00	
100-400-71004	Total All Parks Improvements	263,366.00	185,000.00	220,500.00	21,380.00	-	665,550.00	
	Founders Memorial Park Improvements							
				-				
100-400-71005	Total Founders Memorial Park Improvements	36,870.00	-	50,000.00	97,038.00	-	-	
	Sports & Recreation Park Improvements							
	Replace/Remove Athletic Field Fencing		35,000.00				36,050.00	
100-400-71006	Total Sports & Rec. Park Improvements	60,653.00	35,000.00	15,000.00	22,970.00	-	36,050.00	
	Charro Ranch Park Improvements							
100-400-71007	Total Charro Ranch Improvements	-	-	-	-	-	-	
	Veterans Memorial Park /Triangle Improvements							
100-400-71009	Total Veterans Memorial Improvements	3,600.00	-	-	-	-	-	
	Rathgeber Natural Resource Park Improvements							
	Phase I RGNRP - Schematic Design, Survery & Geotechnical, Construction Documents, Permitting & Regulatory		695,150.00				721,000.00	Estimate from RVI./POSAC Funds
100-400-71010	Total Rathgeber Improvements		695,150.00	-		-	721,000.00	
	Arrowhead Park Improvements							
	Total Arrowhead Park Improvements						-	
	Skatepark Improvements							
100-400-71012	Skatepark Improvements		-	-	-	-	-	
	Total Improvements	364,489.00	915,150.00	285,500.00	141,388.00	-	1,422,600.00	
PARK UTILITIES								
	Miscellaneous Park Utilities							
100-400-65007	Portable Toilets - All Parks	7,850.00	10,000.00	10,000.00	3,075.00		10,000.00	
	Hays Trinity Groundwater Consevation District		150.00	150.00			150.00	HTGCD Permit
100-400-65000	Fiber to Ranch House		8,568.00	8,568.00			8,568.00	Per Jason / \$714/month

**Parks and Community Services
Proposed FY 2027 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Actual	FY 2026 Proposed	FY 2026 Adopted	FY 2026 March 31st	FY 2026 Actual	FY 2027 Proposed	Notes
100-400-65007	Total Misc. Park Utilities	7,850.00	18,718.00	18,718.00	3,075.00	-	18,718.00	
	Sports & Recreation Park Utilities							
100-400-65011	S&R Park Water	16,865.00	13,000.00	13,000.00	1,433.00		13,000.00	DSYSA Irrigation Agreement
100-400-65012	S&R Electric	1,393.00	2,500.00	2,500.00	2,715.00		2,500.00	
	Total SRP Utilities	18,258.00	15,500.00	15,500.00	4,148.00	-	15,500.00	
	Veterans Memorial Park Utilities							
100-400-65010	Triangle Water	457.00	500.00	500.00	175.00		500.00	
100-400-65009	Triangle Electric	-	500.00	500.00			500.00	
	Total VMP Utilities	457.00	1,000.00	1,000.00	175.00	-	1,000.00	
	Founders Memorial Park & Pool Utilities							
100-400-65013	FMP Pavilion Water	-	300.00	300.00			300.00	
100-400-65014	Founders Park Electricity		-	-				Shawn combined with Pool Electricity
100-402-65013	FMP Pool Water	5,716.00	5,000.00	5,000.00	2,802.00		6,000.00	
100-402-65014	FMP Pool Electricity	7,539.00	6,000.00	6,000.00	3,265.00		8,000.00	
100-402-65000	FMP Pool Network & Phone	2,070.00	7,500.00	7,500.00	1,085.00		7,500.00	See Jason \$625/month
100-402-65019	FMP Propane for Pool heater		6,000.00	6,000.00			-	Propane to Gas
	Total Founders Utilities	15,325.00	24,800.00	24,800.00	7,152.00	-	21,800.00	
	Rathgeber Natural Resource Park Utilities							
	RGNR - Water							
	RGNR - Electric							
	Total Rathgeber Utilities	-	-	-	-	-	-	
	Total Utilities	41,890.00	60,018.00	60,018.00	14,550.00	-	57,018.00	
PARK WASTEWATER								
100-400-65023	Sports & Recreation Park Wastewater							
	SRP Wastewater						1,140.00	\$95/month See Glori
100-400-65023	Total SRP Wastewater	-	-	-	-	-	1,140.00	
	Founders Memorial Park Wastewater							
	FMP Wastewater	-						
	Total Founders Wastewater	-	-	-	-	-	-	
	Total Park Wastewater	-	-	-	-	-	1,140.00	
PARK MAINTENANCE								
	General Maintenance (All Parks)							
	General Maintenance		25,000.00	25,000.00			25,000.00	LCRA Step Forward Day/ Jani King Agreement (\$1,037/month)/Playground Mulch
100-400-63016	Total General Maintenance	-	25,000.00	25,000.00	-	-	25,000.00	
	Trail Maintenance (All Parks)							
	Trail Maintenance			25,000.00			15,000.00	Debris Removal, Grooming, Rocks

**Parks and Community Services
Proposed FY 2027 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Actual	FY 2026 Proposed	FY 2026 Adopted	FY 2026 March 31st	FY 2026 Actual	FY 2027 Proposed	Notes
100-400-63045	Total Trail Maintenance			25,000.00	-	-	15,000.00	
	Equipment Rental (All Parks)							
	Equipment Rental			5,000.00			7,500.00	
100-400-64005	Total Equipment Rental			5,000.00	-	-	7,500.00	
	Founders Pool Maintenance							
	Pool Maintenance and Repairs		6,000.00	6,000.00			6,000.00	Plumbing, Vandalism Repair, Equip Repair
	Replace Sand Filter		1,500.00	1,500.00			15,000.00	See Drew
100-402-63015	Total Pool Maintenance	18,699.00	7,500.00	7,500.00	-	-	21,000.00	
	Founders Park Maintenance							
	Ground Maintenance (Mowing Contract)		9,000.00	9,000.00			8,500.00	
	Tree Trimming and Landscaping		10,000.00	10,000.00			10,000.00	Landscaping Funds
	General Maintenance		7,000.00	7,000.00			7,000.00	Vandalism Repair, Plumbing, Playground Repair
100-400-63015	Total Founders Park Maintenance	10,500.00	26,000.00	26,000.00	-	-	25,500.00	
	Skate Park Maintenance							
	Skate Park Maintenance		500.00	500.00			500.00	
100-400-63036	Total Skate Park Maintenance	-	500.00	500.00	-	-	500.00	
	Sports & Recreation Park Maintenance							
	Ground Maintenance (Mowing Contract)		22,500.00	22,500.00			16,500.00	
	Tree Trimming and Landscaping		10,000.00	10,000.00			10,000.00	Landscaping Funds
	General Maintenance		11,000.00	11,000.00			11,000.00	Vandalism Repair, Plumbing, Playground Repair, BB Nets, VB Nets, Lighting
	Girls Softball Field - Electrical Box							Replace electrical box that controls the lights = \$15,000; DSYSA Parks & City Labor
100-400-63016	Total SRP Maint.	10,017.00	43,500.00	43,500.00	-	-	37,500.00	
	Charro Ranch Park Maintenance							
	Grounds Maintenance (Mowing Contract)		9,000.00	9,000.00			4,000.00	Mowing Contract Bid
	Tree Trimming and Landscaping		10,000.00	10,000.00			10,000.00	Landscaping Fund
	Demo Garden Maintenance		300.00	300.00			300.00	Michael Meves
	Rainwater Collection Tank Maintenance		400.00	400.00			400.00	Michael Meves
	General Maintenance		1,000.00	1,000.00			1,000.00	Michael Meves
100-400-63017	Total Charro Maint.	5,966.00	20,700.00	20,700.00	10,020.00	-	15,700.00	
	Triangle/Veterans Memorial Park Maintenance							
	Tree Trimming and Landscaping		5,000.00	5,000.00			5,000.00	Landscaping Fund
	Grounds Maintenance		500.00	500.00			500.00	
	General Maintenance		200.00	200.00			200.00	
100-400-63018	Total VMP Maint.		5,700.00	5,700.00	64.93	-	5,700.00	
	Rathgeber Natural Resource Park Maintenance							
	Grounds Maintenance							

**Parks and Community Services
Proposed FY 2027 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Actual	FY 2026 Proposed	FY 2026 Adopted	FY 2026 March 31st	FY 2026 Actual	FY 2027 Proposed	Notes
	Trail Maintenance							
	General Maintenance							
100-400-63037	Total Rathgerber Maint.		-	-		-	-	
	Arrowhead Park Maintenance							
	Grounds Maintenance							
	Trail Maintenance							
	General Maintenance							
	Total Arrowhead Park Maint.	-	-	-		-	-	
	Ranch Park Maintenance							
200-401-63003	Grounds Maintenance (Mowing Contract)		10,000.00	10,000.00			15,000.00	Mowing Contract Bid - Move to PCS Budget
	Tree Trimming and Landscaping		10,000.00	10,000.00			10,000.00	Move to PCS Budget; Landscaping Funds
200-400-63035	General Maintenance/Ranch House	5,982.00	2,000.00	2,000.00			2,000.00	Move to PCS Budget
	Total Ranch Park Maint.	5,982.00	22,000.00	22,000.00	-	-	27,000.00	
	Total Maintenance	51,164.00	150,900.00	180,900.00	10,084.93	-	180,400.00	
PARK SUPPLIES								
	General Supplies							
	General Park Supplies		10,000.00	10,000.00			15,000.00	Pet Waste Bags, Trash Can Bags, Trash Can Replacement, Recycling Cans
	Cleaning and toiletry supplies for Park Restrooms		5,000.00	5,000.00			5,000.00	
	Tools		10,000.00	10,000.00			10,000.00	Hand Tools for Trucks; General Tools and Equipment;
	PCS Operations Supplies		2,000.00	2,000.00			2,000.00	Office Supplies, Laminating Rolls, etc...
100-400-64011	Total General Supplies	18,772.00	27,000.00	27,000.00	10,009.00	-	32,000.00	
	Community Services Event Supplies							
	Festival of Flight		1,000.00	1,000.00			1,000.00	Program supplies and entertainment.
	Community Clean-Up Days		200.00	200.00			200.00	Program supplies (trash bags, gloves, replacement trash grabbers), snacks and incentives
	Movies in the Parks		3,300.00	3,300.00			3,300.00	Movies in the park licenses. 6 Movies @ \$550 each.
	2 Micro Events		1,000.00	1,000.00			1,000.00	Bark in the Park, Kite Fest.etc
	Promotions		5,000.00	5,000.00			5,000.00	Christmas on Mercer/Founders Day/Parks & Rec Month, Volunteer Appreciation etc. (t-shirts, give aways, etc..)
100-400-64015	Total Comm. Ser./Event Supplies	10,281.00	10,500.00	10,500.00	3,200.00	-	10,500.00	
	Charro Ranch Supplies							
	General CRP Supplies		500.00	500.00			500.00	
	Bird Seed		1,000.00	1,000.00			1,000.00	Michael Meves
100-400-64012	Total Charro Supplies	869.00	1,500.00	1,500.00		-	1,500.00	

**Parks and Community Services
Proposed FY 2027 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Actual	FY 2026 Proposed	FY 2026 Adopted	FY 2026 March 31st	FY 2026 Actual	FY 2027 Proposed	Notes
	Founders Pool Supplies							
	General FMP Supplies		2,000.00	2,000.00			2,000.00	
	Staff Uniforms		1,500.00	1,500.00			1,500.00	lifeguards + swim instructors
	Office Supplies		500.00	500.00			500.00	
	Patio Furniture (Tables, Chairs, Lounge Chairs, etc..)		\$4,500	\$4,500			3,500.00	Lounge Chairs
	Swimming Pool Cleaning Supplies		1,000.00	1,000.00			1,000.00	Bathroom & Cleaning Supplies
	Staff Training and Supplies		700.00	700.00			700.00	Red Cross Fees, First Aid, CPR Masks, Whistles, Tubes
	New ADA Lift						6,000.00	See Drew
	Small Tools		1,000.00	1,000.00			1,000.00	Leaf Blower, Brush Heads, Skimmer nets
	Pool Chemicals		15,000.00	15,000.00			10,000.00	
100-402-64013	Total Founders Pool Supplies	19,904.00	26,200.00	26,200.00	5,433.00	-	26,200.00	
	Sports & Recreation Park Supplies							
	Baseball Field - Bleachers						-	4 Row 8'; Need 2 @ \$3,000 Each = \$6,000
	Baseball and Softball Field - Picnic Tables						10,000.00	Need 2 at each field @ \$2,500 per = \$10,000
	Adult Softball Fields - Scoreboards						15,000.00	Need 2 @ \$7,500 per = \$15,000
	General SRP Supplies		400.00	400.00			400.00	Volleyball and Basketball nets
100-400-64014	Total SRP Supplies	358.00	400.00	400.00		-	25,400.00	
	Rathgeber Supplies							
	Data Plan for Cameras		504.00	504.00			500.00	Includes all 4 cameras (\$120 for 1st Camera and \$96 for other 4 Cameras)
	Supplies for Cameras		1,000.00	1,000.00			1,000.00	Batteries, SD Cards, Replacement Cameras, etc..
100-400-64033	Total Rathgeber Supplies	362.00	1,504.00	1,504.00	611.00	-	1,500.00	
	Total Supplies	50,546.00	67,104.00	67,104.00	19,253.00	-	97,100.00	
	Seasonal Program & Aquatics Personnel							
	Aquatics Staff							
	Head Lifeguards		36,960.00	36,960.00			36,960.00	New Pay Range: \$19 -\$24 @ 35 hours / week
	Lifeguards		66,000.00	66,000.00			66,000.00	New Pay Range: \$16 -\$20 @ 35 hours / week
	Swim Instructors Contractual		6,000.00	6,000.00			4,200.00	Contractual 70% of Gross Revenue
	SUI & Employment Taxes		9,053.00	9,053.00			9,053.00	Shawn
100-402-60007	Total Aquatic Staff	64,472.00	118,013.00	118,013.00	9,839.00	-	116,213.00	
	Contracted Services							
	Parks Planning Consultants		35,000.00	35,000.00			45,000.00	Feasibility Studies, Grant Writing/Consulting
100-400-62011	Total Contracted Services	1,245.00	35,000.00	35,000.00	-	-	45,000.00	
	Event Contracted Services							
	Events						5,000.00	Security/EMS/Porter Service
100-400-70007	Total Event Contracted Services	2,943.00	-	-	3,709.00	-	5,000.00	
	Contract, Seasonal & Program Staff Total	68,660.00	153,013.00	153,013.00	13,548.00	-	166,213.00	

**Parks and Community Services
Proposed FY 2027 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Actual	FY 2026 Proposed	FY 2026 Adopted	FY 2026 March 31st	FY 2026 Actual	FY 2027 Proposed	Notes
	Total Expenditures	590,563.00	1,389,539.00	773,110.00	203,607.93	-	1,971,211.00	
	Balance	(434,194.00)	(712,374.64)	(105,945.64)	(186,705.93)	-	(1,574,208.38)	

**Dripping Springs Ranch Park
Proposed FY 2024 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Proposed	FY 2025 Adopted	FY 2026 Amended	FY 2026 Proposed	FY 2026 Adopted	FY 2026 Amended	FY 2027 Proposed	Notes
Revenues									
	Transfers In								
200-401-47004	TXF from Ag Facility	-			-			-	
200-401-47005	TXF from HOT	320,000.00			330,000.00			330,000.00	2026: Demo Garden, Washracks
	TXF for RV/ Parking Lot HOT								
	TXF for Drainage & Road Improvements HOT								
200-401-47007	TXF from General Fund								
	Carry Over from FY26							150,000.00	
200-401-47007	TXF from CLFRF								
	TXF from Landscape Fund								
	Total Transfers In	320,000.00			330,000.00			480,000.00	
	Co-Sponsored Events								
	DS Fair and Rodeo	7,900.00			7,900.00			7,900.00	
	TBI Roping Club	1,950.00			1,950.00			1,950.00	
	Texas Hill Country Barrel Racing Association	2,175.00			2,175.00			2,175.00	
	Total Co-Sponsored Events	12,025.00			12,025.00			12,025.00	
200-401-44000	Sponsorships & Donations								
	DSRP General Sponsorship	20,000.00			20,000.00			20,000.00	
	VIP Box Annual Sponsorship	9,750.00			9,750.00			9,750.00	
	Arena Sponsorship (Signage)	10,500.00			10,000.00			10,000.00	
	General Donations								
	Total Sponsorships & Donations	40,250.00			39,750.00			39,750.00	
	DSRP Events								
200-401-44006	Riding Series	32,000.00			38,000.00			40,000.00	
200-401-44007	Community Events (Spring & Fall Event)	2,000.00			8,000.00			10,000.00	Haunted House, Fall Fest, Eggstravaganza
	Total DSRP Events Income	34,000.00			46,000.00			50,000.00	
	DSRP Education & Programming								
200-401-44005	Coyote Kids Nature Camp	137,100.00			140,000.00			140,000.00	
200-401-44008	Tween Scene	2,000.00			4,000.00			4,000.00	
200-401-44008	Afterschool	\$35,000			\$35,000			\$30,000	50% capacity first year
200-401-44008	School Year Archery	\$ 10,000.00			\$ 10,000.00			\$ 5,000.00	Contract Agreement Now
200-401-44008	Family Programming	3,000.00			3,000.00			3,000.00	Family Campouts Nerf Nights
200-401-44008	Adult Programs	2,000.00			2,000.00			2,000.00	Adult Photography, Cooking.....
200-401-44008	Nature Walks-Master Naturalists	\$ 1,000.00			\$ 500.00			\$ 500.00	Master Naturalist Programming
	Total DSRP Education & Programming Income	190,100.00			194,500.00			184,500.00	
	Main Event Center & Park Fees								
200-401-43012	Event Facility Rental (Entire Park & Event Ctr.) - \$18,000.00	18,000.00			22,000.00			22,000.00	
200-401-43012	Main Indoor Arena Rental - \$40,000.00	40,000.00			35,000.00			35,000.00	
200-401-43012	Special Event Room Rental (Large) - \$20,000.00	20,000.00			32,000.00			32,000.00	
200-401-43012	Main Concessions Stand - \$5,000.00	5,000.00			5,000.00			5,000.00	
200-401-43012	VIP Box Rentals \$500.00	500.00			500.00			500.00	
200-401-43012	Outdoor Arena - \$5,000.00	5,000.00			500.00			500.00	
200-401-43012	Field Rental + Ranch House Grounds- \$3,000.00	3,000.00			3,000.00			3,000.00	
200-401-43012	*Special Event Room Rental (Small) - Addition - \$12,000.00	12,000.00			8,000.00			8,000.00	
200-401-43012	*Small Indoor Arena - Addition - \$5,000.00	5,000.00			5,000.00			5,000.00	

turn into contractor agreements vs dsrp programs

**Dripping Springs Ranch Park
Proposed FY 2024 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Proposed	FY 2025 Adopted	FY 2026 Amended	FY 2026 Proposed	FY 2026 Adopted	FY 2026 Amended	FY 2027 Proposed	Notes
200-401-43012	*Concession Stand- Addition - \$5,000.00	5,000.00			500.00			500.00	
200-401-43012	Security Deposits & Other Liabilities								
200-401-43011	RV Site Fee	18,000.00			18,000.00			20,000.00	
200-401-43011	Camping Site Fee	1,000.00			1,000.00			1,000.00	
	Total Main Event Center & Park Fees	132,500.00			130,500.00			132,500.00	
	Small Barn Layover & Boarding								
	Small Barn Boarding-\$7,200.00	-			-			-	Small Barn Boarding closed
	Layover Stalling (Paddocks)-tbd								
	Total Small Barn Layover & Boarding Fees	-			-			-	
	Livestock Pen Rental								
200-401-43010	Horse Stall Rentals-\$22,000.00	29,000.00			33,500.00			33,500.00	
	Hog/Pig Pen Rentals-\$2,000.00	-			-			-	
	Cattle Panel Rentals-\$1,000.00	1,000.00			-			-	
	Total Livestock Pen Rental Fees	30,000.00			33,500.00			33,500.00	
200-401-43013	Equipment Rental								
	Equipment Rental	6,000.00			10,000.00			15,000.00	
	*Table Rentals								
	*Chair Rentals								
	Electrical & Extension Cords								
	Portable Bleacher Rentals								
	Total Equipment Rental Fees	6,000.00			10,000.00			15,000.00	
200-401-46006	Merchandise Sales								
	Shavings - \$ 15,000.00	20,000.00			20,000.00			18,000.00	
	Retail: DSRP Hats, Tees-\$500.00	500.00			500.00			500.00	
	Sales Tax \$900.00	1,565.20			2,000.00			2,000.00	
	Peak Beverage				1,500.00			2,000.00	
	Total Merchandise Sales Revenues	22,065.20			24,000.00			22,500.00	
200-401-42008	Riding Permits								
	Annual Park Pass - \$4,500.00	9,000.00			9,000.00			9,000.00	
	Day Pass - Indoor - \$500.00	500.00			1,000.00			1,000.00	
	Total Riding Permit Revenues	9,500.00			10,000.00			10,000.00	
200-401-46001	MISC.								
	Staff Fees for Events	3,000.00			3,500.00			3,500.00	
	Misc. Fees	1,000.00			1,200.00			1,200.00	
	Cleaning Fees	25,000.00			20,000.00			20,000.00	
	Other Income	500.00			500.00			500.00	
	Interest Income	600.00			-			-	get from Shawn
	Total Livestock Pen Rental Fees	30,100.00			25,200.00			25,200.00	
	Total Revenues	826,540.20			855,475.00			\$1,004,975.00	

Expenditures

200-401-66001	Advertising								
	Advertising	\$ 15,000.00			\$ 15,000.00			\$ 15,000.00	HOT
	Social Media Marketing (Boosts, etc.)								

**Dripping Springs Ranch Park
Proposed FY 2024 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Proposed	FY 2025 Adopted	FY 2026 Amended	FY 2026 Proposed	FY 2026 Adopted	FY 2026 Amended	FY 2027 Proposed	Notes
	Print Marketing (Sandwich Boards, Event Signage)- \$1,250.00								
	DSRP-Professional Photo Shoot for Brochures- \$3,500.00								
	Event Signage -\$1,500.00								
	Total Advertising	15,000.00			15,000.00			15,000.00	
	Event Center Professional Memberships								
	The League of Agriculture & Equine Centers	290.00			-			-	chose not to move forward
	American Quarter Horse Association Membership (SHOT Show)								chose not to move forward
	National Recreation & Parks Association (4x Memberships)	437.50			-			-	on PCS Budget
	Total Event Center Professional Memberships	727.50			-			-	
	Staff Development, Training and Education								
	The League of Agriculture Conference								
	Footing Academy Training & Certification								Kiser coming to Ranch Park--ALL STAFF - not participating this year
	Maintenance Training								Moved to PCS
	NRPA Conference	\$8,000			\$0			\$0	Moved to PCS
	ANCA Training	\$4,000			\$0			\$0	Moved to PCS
	Event Based Training	\$2,500			\$0			\$0	Moved to PCS
	TRAPS Maintenance Rodeo				-			-	Moving to Parks Maintenance
	TRAPS Annual Conference	1,200.00			-			-	Moved to PCS
	Heavy Equipment Training & Certification								Moving to Parks Maintenance
	Total Staff Development, Training and Education	\$15,700			\$0			\$0	
200-401-63004	Dues, Fees and Subscriptions								
	General -	4,000.00			4,600.00			4,600.00	
	Bank Fees								
	ACTIVE net Fees - 1.2854% - \$4383.44								Converting to Civic Rec
	Online Job Postings (Facebook, Indeed)-\$400.00	400.00			400.00			400.00	
	Total Dues, Fees and Subscriptions	4,400.00			5,000.00			5,000.00	
	DSRP On-Call								shifting to parks budget

IMPROVEMENTS (CIP)

200-401-71008	DSRP Event Center Improvements								
	FY 2022-Ticket + Show Office+ Office Renovation Phase I - \$16,000								
	Outdoor Playscape Cover								per council member request
	Main Restroom Remodel							200,000.00	HOT
	Storage Shelving in Maintenance Bay and Office								DSRP Pay
	Storage Barn/Expansion (Panels & Equipment Storage)								
	Event Center Air Circulation Improvement, Large Ventilation Fans								HOT
	Nature Center Phase 1 (renderings and concepts)	50,000.00							DSRP Pay Conceptual Plans

**Dripping Springs Ranch Park
Proposed FY 2024 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Proposed	FY 2025 Adopted	FY 2026 Amended	FY 2026 Proposed	FY 2026 Adopted	FY 2026 Amended	FY 2027 Proposed	Notes
	Install Fans over Stall Area & New Expansion								
	Wayfinding Signage \$50,000								
	Bleacher Expansion- \$57,222.00								
	Roof Sealing	150,000.00			560,000.00				HOT
	Outdoor Arena Phase 1	150,000.00							HOT
	Improved HVAC and Light Controls	20,000.00							HOT - moved below to Daikin repairs
	Roll Off Dumpster Area (concrete, large doors)\$25,000.00								
	Close in 2 Bays of Vendor Hall on West Side (Security & Storage) -\$125,00.00								
	Parking Lot Restriping								Complete
	Front Entry Security Gate-\$250,000.00								
	Perimeter & Entrance Fencing (RR12 & Event Ctr. Drive)								DSRP Pay
	Stall Identification Project (Stall Card Holder & Stall # Plate)								Complete
	Ribbon Curbing in Stall Area								Significant damage to asphalt converting single to double stalls. Concrete will help reduce damages.
	Climate Control-Livestock Addition Arena Area - \$500,000-600,000.00								
	Wash Rack Renovation				8,000.00				dsrp raised funds
	Replace Exterior Facility Lights				27,250.00				an additional \$93,220 for Outdoor Arena - dsrp raised funds
	Restripe Parking Lot				5,000.00				dsrp raised funds
	Daikin Repairs				98,000.00				HOT
	Demonstration Garden							50,000.00	
	Total DSRP Event Center Improvements	370,000.00			698,250.00			250,000.00	

Total Improvements	370,000.00				698,250.00			250,000.00	
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MAINTENANCE

Event Center General Maintenance and Repair									
	General	35,000.00			35,000.00			35,000.00	
	Fire Alarm System Replacement								Carried over from previous year
	Arena Footing Annual Replacement (Arena Footing Maintenance) - \$10,000	12,000.00			18,000.00			18,000.00	
	Lift Station Maintenance	12,000.00			5,000.00			5,000.00	
	Replacement of 2 AC's Annually-tbd \$50,000	50,000.00			50,000.00			50,000.00	
	Sealing Floor in Small Event Room-tbd								
	Total Gen. Maint	109,000.00			108,000.00			108,000.00	

200-401-63024 Stall Cleaning & Repair									
	Replacing Damaged Wood-Phase 1-\$2,000.00	2,000.00			2,000.00			2,000.00	
	Cleaning & Sanitizing Stall Areas-2x year-tbd	2,000.00			2,000.00			2,000.00	
	Total Stall Cleaning & Repair	4,000.00			4,000.00			4,000.00	

**Dripping Springs Ranch Park
Proposed FY 2024 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Proposed	FY 2025 Adopted	FY 2026 Amended	FY 2026 Proposed	FY 2026 Adopted	FY 2026 Amended	FY 2027 Proposed	Notes
	Small Barn Maintenance								
	Repair of Steer Holding Pens -\$2,000.00								
	Estimated Cost of Maintenance (fixtures, plumbing, electrical, fencing, base material)-\$2,500.00	2,500.00			-			-	
	Total Small Barn Maintenance	2,500.00			-			-	
200-400-63035	Ranch House Maintenance	10,000.00			10,000.00			10,000.00	
	Grounds Maintenance								
	Lawn Maintenance	19,690.00			-			-	Moved to PCS
	Trail Maintenance	2,000.00			-			-	Moved to PCS
	Total Grounds Maintenance	21,690.00			-			-	
	Maintenance Contracts								
	Fire Alarm System	6,657.24			6,657.24			6,657.24	
	Pinnacle Fire Prevention-Annual Maintenance Contract-\$								
	AC Annual Service & Repair Contract - Daikin	7,896.00			8,628.00			8,892.00	
	Total Maintenance Contracts	14,553.24			15,285.24			15,549.24	
	Janitorial Services								
	Weekly Custodial	16,644.00			16,644.00			16,644.00	\$1387 per month
	Event Custodial Services	25,000.00			18,000.00			18,000.00	12,628.50 as of 6/9/25
	Total Janitorial Services	41,644.00			34,644.00			34,644.00	
	Total Maintenance	203,387.24			171,929.24			172,193.24	

EQUIPMENT

	Ranch Equipment								
	Equipment General								New Tractor, ATV, and ATV Drag
	Equipment General - 2nd Floor Scrubber for new addition\$7500								
	2 Porta Cools Need @ \$2600								Floor Fans
	Large Fans for Vendor Hall, concession area, barn area, bleacher area								
	2nd Little Wonder stall vacuum								
	Small Tractor-Pull the Little Wonder	41,000.00							Replace Kubota
	UTV-QUAD Replace Kioti-\$15,000.00	16,000.00							Replace Mule
	Panel Racks								
	Motorized Pallet Jack-\$2,599.00								
	Equipment Maintenance-\$25,000.00	25,000.00			25,000.00			25,000.00	
	Equipment Rentals for Maintenance- \$1,000.00	3,000.00			3,000.00			3,000.00	Lower -
	Manure Dumpsters				12,000.00			12,000.00	
	Total Ranch Equipment	85,000.00			40,000.00			40,000.00	
	*AV Equipment								
	AV Replacement (Event Center & Arena)- \$85,000.00								Currently in Bid Process--HOT request from above
	AV System/Tower Maintenance Contract							35,000.00	waiting on Jason
	AV Maintenance Supplies (Cords,etc.)	5,000.00			5,000.00			5,000.00	

**Dripping Springs Ranch Park
Proposed FY 2024 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Proposed	FY 2025 Adopted	FY 2026 Amended	FY 2026 Proposed	FY 2026 Adopted	FY 2026 Amended	FY 2027 Proposed	Notes
	Microphones (Replacement, Repairs)- \$1,000.00								
	Replace Gooseneck Microphones				16,578.37				
	Total AV Equipment	5,000.00			21,578.37			40,000.00	
	Total Equipment	90,000.00			61,578.37			80,000.00	

VEHICLE FLEET

	Fleet Acquisition	-			-			-	
	Fleet Maintenance	5,500.00			5,500.00			2,500.00	DSRP Dually
	Total Vehicle Fleet	5,500.00			5,500.00			2,500.00	

SPONSORED EVENTS & PROGRAMING

	Co-Sponsored Event & Partnerships								
	DSRP Fair & Rodeo -\$10,000	7,900.00			7,900.00			7,900.00	
	D Bar S Team Roping Club-\$25.00								
	Texas Hill Country Barrel Racing Association-\$25.00								
	Total Co-Sponsored Event & Partnerships	7,900.00			7,900.00			7,900.00	

	*DSRP Sponsorship Expenses								
	VIP Booths, Arena Signage (Banners, etc.)-\$1,500.00	1,500.00			1,500.00			1,500.00	
	Misc. (flyers, thank you cards, etc.)-\$500.00	600.00			600.00			600.00	
	Total DSRP Sponsorship Expenses	2,100.00			2,100.00			2,100.00	

	DSRP Events								
	Riding Series	32,000.00			28,000.00			25,000.00	
	Dressage Shows								
	Hunter Jumper Shows								
	Play Day Events								
	Shot Show								Strike
	Community Events	700.00			1,500.00			1,500.00	Done with Sponsorships
	Total DSRP Events	32,700.00			29,500.00			26,500.00	

	DSRP Education & Programming								
	Coyote Kids Nature Camp Supplies	16,000.00			16,000.00			16,000.00	
	Coyote Kids Nature Camp Staff	108,246.48			108,246.48			108,246.48	
	Afterschool Supplies	5,000.00			5,000.00			5,000.00	
	Afterschool Staff	30,000.00			30,000.00			30,000.00	
	Tween Scene	2,000.00			2,000.00			2,000.00	
	School Year Archery	4,000.00			4,000.00			500.00	
	Basic Horsemanship/Pony Club Clinics	-			-			-	Strike
	Misc. Programming-tbd	2,000.00			2,000.00			2,000.00	
	Total DSRP Education & Programming	167,246.48			167,246.48			163,746.48	

	Total Events & Programing	209,946.48			206,746.48			200,246.48	
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SUPPLIES

	DSRP Event Center Postage								
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**Dripping Springs Ranch Park
Proposed FY 2024 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Proposed	FY 2025 Adopted	FY 2026 Amended	FY 2026 Proposed	FY 2026 Adopted	FY 2026 Amended	FY 2027 Proposed	Notes
	Network, Communications, IT/Office Equipment								
	Security Cameras (Loss Prevention)								Research
	Facility WIFI Replacement + Networking - \$175,000.00								
	Contracted Printer/Copier	2,500.00			2,500.00			2,500.00	Contracted Printer/Copier instead of printers
	Event Center Software \$6,000.00								
	Productive Parks Software	2,104.00			-			-	Move to PCS
	DSRP Server- \$5000.00								
	Duraphones (Replacement, Repairs)-\$1,200.00 or cell phones	500.00			1,200.00			1,200.00	3 admin cell phones
	Total Network, Communications, IT/Office Equipment	5,104.00			3,700.00			3,700.00	
	General Supplies								
	Consumable Supplies								
	Consumable Supply Provider Contract								
	Uniforms	1,000.00			1,000.00			1,000.00	680/per maintenance person, office team gear
	Water								
	Total General Supplies	1,000.00			1,000.00			1,000.00	
	Ranch House Furnishings & Equipment								
	Ranch House Supplies & Furniture	1,000.00			1,000.00			1,000.00	General Fund?
	Total Ranch House Supplies	1,000.00			1,000.00			1,000.00	
	Rental Products								
	Tables & Chairs (Large Event Room)-\$10,148.79								Table/Chair rack, replacement tables/chairs
	Total Rental Products	-			-			-	
	Office Equipment & Supplies								
	Event, Sandwich Board & Policy Signage	10,000.00			10,000.00			7,500.00	
	Total Office Equipment & Supplies	10,000.00			10,000.00			7,500.00	
	Merchandise Sales & Supplies								
	Shavings-\$7,000.00	15,000.00			15,000.00			20,000.00	
	Retail: DSRP Hats, Tees-\$500.00	500.00			500.00			500.00	
	Sales Tax	1,565.20			1,565.20			1,565.20	
	Total Merchandise Sales & Supplies	17,065.20			17,065.20			22,065.20	
	Other Expenses								
	Previously-\$20,500.00	20,000.00			20,000.00			20,000.00	
	Total Other Expenses	20,000.00			20,000.00			20,000.00	
	Total Supplies	54,169.20			52,765.20			55,265.20	

UTILITIES

	Utilities Total								
	Natural Gas/Propane	2,500.00			2,500.00			3,000.00	
	Electric (Pedernales Electric)	60,000.00			90,000.00			90,000.00	
	On call Phone-\$2,000.00	501.60			-			-	
	Water-\$10,000.00	7,000.00			15,000.00			15,000.00	
	Fire Alarm-\$1080.00	6,660.00			6,660.00			6,660.00	

**Dripping Springs Ranch Park
Proposed FY 2024 Departmental Budget**

Item # 1.

GL Account	Description	FY 2025 Proposed	FY 2025 Adopted	FY 2026 Amended	FY 2026 Proposed	FY 2026 Adopted	FY 2026 Amended	FY 2027 Proposed	Notes
	Internet	6,212.40			6,212.40			6,212.40	
	Phone - Spectrum	2,700.00			2,700.00			2,700.00	
	Septic	750.00			750.00			750.00	
	Portable Toilets-\$5,780.00	2,500.00			2,500.00			2,500.00	
	Total Utilities	88,824.00			126,322.40			126,822.40	
MISCELLANEOUS									
	MISC								
	Mileage	500.00			500.00			500.00	
	Transfer to Vehicle Replacement Fund	29,595.00			29,595.00			29,595.00	
	TX to General Fund	-			-			-	
	TXF HCLE (Hays County Livestock Exposition Board)	13,200.00			13,200.00			13,200.00	
	Contingencies (Emergency)	50,000.00			50,000.00			50,000.00	
	Total Misc.	93,295.00			93,295.00			93,295.00	
	Total Expenditures	1,150,949.42			1,436,386.69			1,000,322.32	
	Balance	(324,409.22)			(580,911.69)			4,652.68	

Wastewater
Proposed FY 2027 Departmental Budget

GL Account	Description	Notes		
Expenditures				
	SRWRF Wastewater Treatment Plant Maintenance	FY26	FY27	
400-300-63025	SRWRF Wastewater Treatment Plant Maintenance	156,000.00	90,000.00	
400-300--62026	SRWRF Routine Operations	95,700.00	65,000.00	GST Recoat
400-300-62027	SRWRF Operations Non-Routine	94,400.00	50,000.00	
400-300-63028	SRWRF Lift Station Maintenance	80,000.00	90,000.00	DW Creek LS/ DW Ranch LS/VG LS/Double L ?
400-300-63029	SRWRF Sanitary Sewer Line Maintenance	80,000.00	80,000.00	Line Jetting - Repairs
400-300-63030	SRWRF Drip Field Maint.	51,000.00	40,000.00	
400-300-63031	SRWRF Sludge Hauls	210,000.00	230,000.00	
400-300-63043	Generator Maint.	20,000.00	30,000.00	
400-300-64022	SRWRF Chemicals	20,000.00	70,000.00	
400-300-65017	SRWRF Electric	105,000.00	140,000.00	
400-300-	Total SRWRF WWTP Maintenance	912,100.00	885,000.00	
	Water System	FY26	FY27	
400-301-63026	Water System Routine Operations	35,000.00	30,000.00	
400-301-63027	Water System Non-Routine Operations	20,000.00	20,000.00	
400-301-63032	Water Line Maint. & Repair	27,500.00	27,500.00	
400-301-64040	Water Meters	100,000.00	100,000.00	
400-301-65022	Wholesale Water	670,000.00	850,000.00	
400-301-	Total Water Routine Operatons	852,500.00	1,027,500.00	
	Administrative Expeses	FY26	FY27	
400-310-60000	Regular Employees	55,000.00	55,000.00	
400-310-60002	Overtime	48,672.00		
400-310-60003	On-Call Pay	26,000.00		
400-310-61000	Health Insurance	87,546.37		
400-310-61005	Federal Withholding	63,541.77		
400-310-61006	TMRS	46,377.18		
400-310-62003	Special Counsel & Consultants	55,000.00		
400-310-62020	Lab Testing	80,000.00	80,000.00	

Wastewater
Proposed FY 2027 Departmental Budget

Item # 1.

GL Account	Description			Notes
400-310-63001	Equipment Maint.	15,000.00	15,000.00	
400-310-63002	Fleet Maint.	16,000.00	16,000.00	
400-310-63005	Training/Continuing Education	25,000.00	20,000.00	
400-310-64041	SCADA	20,000.00	25,000.00	
400-310-64001	IT Equipment & Support	7,000.00	7,000.00	
400-310-64002	Software	15,000.00	15,000.00	
400-310-64003	Uniforms	15,000.00	10,000.00	
400-310-64006	Fleet Aquisition	80,000.00	85,000.00	
400-310-64008	Fuel	25,000.00	25,000.00	
400-310-64010	Supplies	60,000.00	45,000.00	
400-310-64023	Equipment	570,000.00	220,000.00	
400-310-65000	Network/Phone	-	25,000.00	
400-310-66002	Postage & Shipping	30,000.00	30,000.00	
400-310-90006	Transfer to General Fund	275,662.89		
400-310-	Total Admin Expenses	1,615,800.21	673,000.00	

	Arrowhead WWTP	FY26	FY27	
400-311-63026	Arrowhead - Routine Operations	26,000.00	15,000.00	
400-311-63027	Arrowhead - Non- Routine Operations	24,000.00	15,000.00	
400-311-63028	Arrowhead - Lift Station Maintenance	17,000.00	14,000.00	
400-311-63031	Arrowhead - Sludge Hauling	40,000.00	37,000.00	
400-311-64022	Arrowhead - Chemicals	18,000.00	22,000.00	
400-311-65017	Arrowhead - Electricity	38,000.00	35,000.00	
400-311-71013	Arrowhead - Plant Lease	286,560.00	286,560.00	
400-311-63026	Total Arrowhead WWTP Expenses	449,560.00	424,560.00	

	Big Sky WWTP	FY26	FY27	
400-312-63025	Big Sky - WWTP Maintenance	15,000.00	15,000.00	
400-312-63026	Big Sky - Routine Operations	26,000.00	26,000.00	

Wastewater
Proposed FY 2027 Departmental Budget

GL Account	Description			Notes
400-312-63027	Big Sky - Non-Routine Operations	21,450.00	15,000.00	
400-312-63030	Big Sky - Drip Field Maintenance	7,500.00	7,500.00	
400-312-63031	Big Sky - Sludge Hauling	40,000.00	34,000.00	
400-312-64022	Big Sky - Chemicals	18,000.00	22,000.00	
400-312-65017	Big Sky - Electricity	38,000.00	26,000.00	
400-312-	Total Big Sky WWTP Expenses	165,950.00	145,500.00	

	Village Grove WWTP	FY26	FY27	
400-313-63025	Village Grove - WWTP Maintenance	-	10,000.00	We are to operate WWTP in 2027 or 2028
400-313-63026	Village Grove - Routine Operations	-	10,000.00	
400-313-63027	Village Grove - Non-Routine Operations	-	8,000.00	
400-313-63030	Village Grove - Drip Field Maintenance	-	5,000.00	
400-313-63031	Village Grove - Sludge Hauling	-	15,000.00	
400-313-64022	Village Grove - Chemicals	-	12,000.00	
400-313-65017	Village Grove - Electricity	-	12,000.00	
400-312-	Total Village Grove WWTP Expenses	-	72,000.00	

	210 Reuse Water System	FY26	FY27	
400-313-63026	Reuse Water - Routine Operations	10,000.00	17,000.00	Valve Site Maint
400-313-63027	Reuse Water - Non-Routine Operations	10,000.00	10,000.00	
400-313-63029	Reuse Water - System Maintenance	20,000.00	20,000.00	
400-313-63044	Reuse Water - Irrigation	10,000.00	40,000.00	Reel Sprinkler Purchase \$17,000 x 2 = \$34,000
	Reuse Water - Electric	5,000.00	5,000.00	Valve Site
	Total Reuse Water System Expenses	55,000.00	92,000.00	

	Capital Projects	FY26	FY27	
400-320-62002	Engineering and Surveying	840,000.00		
400-320-62019	Planning & Permitting	4,000.00		
400-320-71000	Capital Projects	840,000.00		
400-320-90007	Transfer to Debt Service	2,268,210.50		

**City of Dripping Springs
Proposed FY 2027 Budget**

Item # 1.

GL Account	Description	FY 2027 Proposed	FY 2027 Amended Proposal	Notes
For new personnel requests, please indicate in the necessary categories what is being requested for the new position.				
Expenditures				
	Personnel Requests	Please list the position requested and the proposed salary		
City Secretary	Intern-Full Time, temporary			
Planning	GIS Analyst	\$80,000.00		
Maintenance	Maintenance Coordinator	\$65,000.00		
Maintenance	Maintenance Operations Manager	\$75,000.00		
Maintenance	Maintenance Worker I (If ops mngr is denied)	\$50,000.00		
		\$270,000.00	\$ -	
	Training & Education			
Administration	Dark Sky Texas Annual Conference	\$1,200.00		
Administration	Misc Seminars/Workshops	\$1,800.00		
Administration	Misc Seminars/Workshops	\$3,000.00		
Building Department	Residential Plumbing Training	\$2,250.00		
Building Department	Residential Plumbing test	\$240.00		
Building Department	Water System Protection Specialist	\$1,650.00		
Building Department	Medical Gas and Vacuum	\$1,650.00		
Building Department	Multipurpose Residential Fire Protection Specialist	\$1,650.00		
Building Department	Texas State Board of Plumbing Examiners Inspector Training	\$1,150.00		
Building Department	Texas State Board of Plumbing Examiners Inspector test	\$105.00		
Building Department	Building Official Association of Texas (BOAT) Conference	\$1,740.00		
Building Department	Commercial Building Inspector	\$2,350.00		
Building Department	Commercial Building Inspector test	\$240.00		
Building Department	Commercial Plumbing Inspector Exam Prep Book	\$249.00		
Building Department	Commercial Plumbing Cert	\$320.00		
Building Department	Building Professional Institute Conference	\$540.00		
Building Department	Code Enforcement Conference	\$1,750.00		
Building Department	Building Professional Institute Conference	\$540.00		
Building Department	Zoning Inspector	\$239.00		
Building Department	Code Enforcement Conference	\$1,750.00		
Building Department	ICC Legal Module - Study Guide & Exam	\$239.00		
Building Department	ICC Management Module	\$239.00		

Building Department	AACE - Certified Code Enforcement Administrator Application	\$50.00		
Building Department	Building Professional Institute Conference	\$540.00		Item # 1.
Building Department	Texas Certified Public Management Program (tuition reimbursement)	\$2,085.00		
Building Department	Building Professional Institute Conference	\$540.00		
Building Department	Property Maintenance and Housing Training	\$380.00		
Building Department	Property Maintenance and Housing Test	\$240.00		
Building Department	Building Professional Institute Conference	\$540.00		
Building Department	Building Professional Institute Conference	\$540.00		
Building Department	Code Specialist Module	\$210.00		
Building Department	Code Specialist Test	\$240.00		
Building Department	OSSF Designated Representative training course	\$1,795.00		
Building Department	OSSF DR test	\$305.00		
Building Department	Central Texas Environmental Health Association membership	\$100.00		
Building Department	Central Texas Environmental Health Association Conference	\$450.00		
Building Department	Texas Environmental Health Association Conference	\$1,150.00		
Building Department	Texas On-Site Wastewater Association Conference	\$1,225.00		
Building Department	Registered Sanitarian In Training renewal	\$0.00		
Building Department	Central Texas Environmental Health Association membership	\$100.00		
Building Department	Central Texas Environmental Health Association Conference	\$450.00		
Building Department	Texas Environmental Health Association Conference	\$1,150.00		
Building Department	Texas On-Site Wastewater Association Conference	\$1,225.00		
Building Department	Registered Sanitarian renewal	\$0.00		
Building Department	Site Evaluator (SE) renewal	\$0.00		
Building Department	Designated Representative (DR) renewal	\$0.00		
Building Department	Notary Renewal	\$75.00		
City Secretary	International Institute of Municipal Clerks (IIMC) Conference	\$1,500.00		
City Secretary	Texas Municipal Clerks Certification	\$2,500.00		
City Secretary	Texas Municipal Clerks	\$1,800.00		
City Secretary	In-person Training opportunities	\$1,000.00		
City Secretary	On-line Training opportunities	\$500.00		
City Secretary	On-line Training opportunities	\$700.00		
Emergency Management	TDEM Conference	\$2,250.00		
Emergency Management	Misc FEMA/State	\$2,000.00		
Emergency Management	Disasters Expo USA Houston	\$2,000.00		
Emergency Management	AED/CPR	\$5,000.00		
Finance	GFOA Annual Conference	\$1,500.00		
Finance	GFOA Membership	\$300.00		
Finance	CGFO	\$550.00		
Finance	2027 Tyler Conference	\$2,519.00		
Finance	2027 Tyler Conference	\$2,519.00		71
Finance	TCMA Annual Conference	\$2,000.00		

Finance	TML Annual Conf	\$2,750.00		
Human Resources	TMHRA Conference	\$450.00		Item # 1.
Human Resources	THMRA Membership	\$100.00		
IT	Comptia	\$2,849.00		
IT	Comptia	\$2,849.00		
City Attorney	TCAA Summer Conference (x2)	\$3,300.00		
City Attorney	TCAA Fall Conference (x2)	\$3,600.00		
City Attorney	IMLA Fall Conference	\$1,800.00		
City Attorney	Legal seminars, courses, and training	\$1,000.00		
Maintenance	Construction Inspection Trainings	\$5,000.00		
Maintenance	Maintenance Trainings	\$4,800.00		
Maintenance	APWA Membership	\$900.00		
Maintenance	Texas-APWA Conference	\$5,400.00		
Maintenance	PWX Conference	\$8,400.00		
Planning	Texas American Planning Association	\$2,251.60		
Planning	THC Friends	\$840.85		
Planning	TBD	\$1,500.00		
City Wide	Historic Preservation	\$1,250.00		
City Wide	Hill Country Alliance Leadership Institute	\$1,250.00		
		\$117,209.45	\$ -	
	Dues, Fees & Subscriptions			
City Secretary	IIMC Membership	\$200.00		
City Secretary	TMCA Membership	\$200.00		
City Secretary	Capital Chapter Membership	\$90.00		
Communications	TAMIO Membership	\$200.00		
Communications	chamber lunches, association meetings	\$500.00		
Finance	TCMA Annual Membership - S.Cox	\$500.00		
Finance	GFOAT Membership	\$300.00		
Finance	ICMA Membership - S. Cox	\$900.00		
City Attorney	Texas City Attorneys Association	\$180.00		
City Attorney	State Bar of Texas	\$1,500.00		
City Attorney	IMLA Membership	\$514.00		
City Attorney	SABA Bar Association Membership	\$300.00		
City Attorney	ABA Membership	\$390.00		
Planning	APA membership	\$960.00		
Planning	AICP Certification	\$290.00		
City Wide	Hays Count Tax Assessor	\$700.00		
City Wide	TX State Comptroller	\$150.00		

City Wide	Hays Free Press	\$100.00		
City Wide	Notary	\$278.85		Item # 1.
City Wide	Hays Central Appraisal District	\$42,190.00		
City Wide	CAPCOG	\$700.00		
City Wide	PO Box Rental	\$200.00		
City Wide	TML	\$2,100.00		
City Wide	BMI	\$500.00		
City Wide	ASCAP	\$500.00		
City Wide	TMHRA	\$100.00		
City Wide	Austin Business Journal	\$100.00		
City Wide	Keep TX Beautiful	\$175.00		
City Wide	Sams Club	\$220.00		
City Wide	DS Century News	\$40.00		
City Wide	DS Chamber Fees	\$350.00		
City Wide	TAGITM	\$200.00		
City Wide	Imperative	\$3,000.00		
City Wide	Scenic Texas	\$900.00		
City Wide	Global Payments	\$65,000.00		
		\$124,527.85	\$ -	
	IT Equipment & Supplies			
Building Department	Tablet	\$1,140.00		
City Secretary	Wireless Clicker	\$100.00		
City Secretary	Tablets	\$2,360.00		
Finance	Laptop (if we use Executive)	\$1,700.00		
IT	6 Backup	\$15,100.00		
IT	IT General Cabling Connectors	\$5,000.00		
IT	Laptop	\$1,700.00		
City Wide	TAVCO - Plotter	\$1,500.00		
City Wide	Ricoh - Copier	\$7,300.00		
City Wide	Percento - Consulting	\$72,500.00		
City Wide	Firewall	\$4,000.00		
City Wide	Cradlepoint			
City Wide	Managed SOC			
		\$112,400.00	\$ -	
	Software			
Building Department	Permitting Software	\$19,200.00		
Building Department	Investigative software	\$1,200.00		

Building Department	ICC Premium Complete Access to I-Codes	\$675.00		
Building Department	ICC Online Learning Subscription	\$300.00		Item # 1.
Building Department	Plan review software	\$440.00		
City Secretary	Civic Plus - Municode	\$4,999.00		
City Secretary	MCCI / Laserfiche	\$7,800.00		
City Secretary	Civic Plus - Municode Essentials	\$3,500.00		
City Secretary	Civic Plus - Board Applications	\$4,500.00		
City Secretary	Granicus-Gov QA	\$7,300.00		
Communications	Stock Photos	\$588.00		
Communications	hootesuite	\$3,100.00		
Communications	PageFreezer	\$6,000.00		
Emergency Management	WebEOC	\$12,000.00		
Emergency Management	Perryweather	\$3,100.00		
IT	Meraki Network Licensing	\$15,000.00		
IT	Replacement Switch w/ lic	\$5,000.00		
IT	Asset Management	\$8,500.00		
IT	MultiFactor Auth	\$8,000.00		
City Attorney	E-Signature	\$1,500.00		
City Attorney	Westlaw	\$14,400.00		
City Attorney	Clio Work	\$14,400.00		
Maintenance	Asset Essentials	\$14,000.00		
Maintenance	Fuel level Monitoring Monthly Subscription	\$1,440.00		
Maintenance	Daupler AI (Emergency call screening and Citizen notification tool.	\$35,000.00		
Maintenance	Fleet Management Software	\$10,000.00		
Planning	Blue Beam Core	\$990.00		
Planning	Aerial Imagery	\$6,265.50		
Planning	Aerial Imagery (Add-ons)	\$2,532.40		
Planning	Miro	\$288.00		
Planning	ArcGIS Licenses	\$1,500.00		
Planning	Arc GIS Online Credits	\$6,000.00		
Planning	Calendly	\$288.00		
City Wide	Percento - Software	\$119,000.00		
City Wide	Constant Contact	\$960.00		
City Wide	Meraki Network Licensing	\$15,000.00		
City Wide	CodeProof	\$2,500.00		
City Wide	Incode	\$20,000.00		
		\$377,265.90	\$ -	
	Phone & Network			
City Attorney	Cell phone	\$1,200.00		

Maintenance	Cellphones	\$3,500.00		
City Wide	Ring Central	\$21,000.00		Item # 1.
City Wide	AT&T	\$33,600.00		
City Wide	Spectrum	\$45,000.00		
City Wide	T-Mobile	\$2,160.00		
City Wide	Verizon	\$960.00		
		\$107,420.00	\$ -	
	Fleet Acquisition			
Building	1/2 Ton Truck	\$55,000.00		
Maintenance	1 Ton Truck	\$85,000.00		
		\$0.00	\$ -	
	Fleet/Equipment Maintenance			
Building Department	Dash cam for Code Enforcement Vehicles	\$1,000.00		
Building Department	Car wash subscription	\$1,200.00		
Maintenance	Fuel- Existing Fleet	\$92,000.00		
Maintenance	Preventative Maint.	\$34,500.00		
Maintenance	Corrective Maintenance	\$46,000.00		
		\$174,700.00	\$ -	
	Uniforms			
Building Department	Branded shirts x 3 for each staff member	\$1,800.00		
Building Department	Safety Boots for inspectors and Code Enforcement	\$1,260.00		
Building Department	Branded hats for staff members.	\$720.00		
Finance	Uniforms	\$1,750.00		
IT	Uniforms	\$600.00		
Maintenance	Uniforms	\$12,250.00		
		\$18,380.00	\$ -	
	Office Equipment			
Building Department	Digital plumbers level	\$40.00		
Building Department	Laser/flashlight combo	\$100.00		
Building Department	Stud buddy	\$20.00		
Building Department	SPOT - The fridge & everywhere thermometer	\$45.50		

Building Department	DishTemp - plate-simulating dishwasher thermometer	\$63.20		
Building Department	Thermapen ONE	\$161.00		Item # 1.
Building Department	Versa Desk	\$400.00		
Building Department	Office Chair	\$300.00		
Building Department	2 Pack 24 Inch Magnetic Computer Privacy Screen Filter, Anti blue light filter, anti glare protector	\$69.99		
Building Department	Multi-Function Little Giant Extension Ladder	\$575.00		
Building Department	Work Gloves	\$50.00		
Building Department	Telescoping pry bar	\$180.00		
		\$2,004.69	\$ -	
	Supplies			
City Secretary	Accordion folders, manila folders, boxesetc	\$150.00		
City Secretary	Non copier paper	\$150.00		
City Secretary	Label Maker and label tape	\$250.00		
Communications	Printer cartridges	\$600.00		
IT	Tools	\$2,000.00		
Maintenance	Personal Protective Equipment	\$5,000.00		
Maintenance	Misc.	\$10,000.00		
		\$18,150.00	\$ -	
TOTAL		\$1,322,057.89	\$ -	

FY 2027 Supplemental Requests

Item # 1.

	Dept.	GL Account #	GL Account Name	Description	Amount	Notes	Dept Board Priority	Priority
Parks		100-400-71004	All Park Improvements	DSRP Wayfinding Signage	\$ 190,550.00	Bid Services, Construction Docs & Construction		
		100-400-71004	All Park Improvements	DSRP - Storage Building	\$ 200,000.00			
		100-400-71004	All Park Improvements	Recreation Center Feasibility Study	\$ 200,000.00			
		100-400-71004	All Park Improvements	Aquatic Feasibility Study	\$ 75,000.00			
		100-400-71010	Rathgeber Improvements	Phase I RGNRP	\$ 721,000.00	Estimate from RVI, POSAC Funded (Partially?)		
					\$ 1,386,550.00			

FY 2027 Supplemental Requests

Item # 1.

Dept.	GL Account #	GL Account Name	Description	Amount	Notes	Dept Board Priority	Priority
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Maintenance			Maintenance Coordinator	\$ 65,000.00			
			Maintenance Operations Manager	\$ 75,000.00			
			Maintenance Worker I (If ops mngr is denied)	\$ 50,000.00			
			Maintenance Coordinator - Comp	\$ 1,700.00			
			Maintenance Operations Manager	\$ 1,700.00			
			Maintenance Worker I (If ops mngr is denied)	\$ 1,700.00			
			Maintenance Coordinator - Cell	\$ 500.00			
			Maintenance Operations Manager - Tabler	\$ 1,680.00			
			Maintenance Worker I (If ops mngr is denied) - Tablet	\$ 1,680.00			
			Maintenance Coordinator - Work Station	\$ 700.00			
			Maintenance Operations Manager - Workstation	\$ 700.00			
			Maintenance Coordinator - RingCentral	\$ 264.00			
			Maintenance Operations Manager - RingCentral	\$ 264.00			
			Maintenance Coordinator - Software	\$ 601.00			
			Maintenance Operations Manager - RingCentral	\$ 601.00			
			Construction Inspection Training	\$ 5,000.00			
			Crack Sealer	\$ 97,000.00			
			Equipment Trailer	\$ 18,000.00			
			Vehicle	\$ 85,000.00			
			Fleet Maintenance	\$ 8,000.00			
		Maintenance Facility Bay Buildout	\$ 150,000.00				
				\$ 565,090.00			

FY 2027 Supplemental Requests

Item # 1.

Dept.	GL Account #	GL Account Name	Description	Amount	Notes	Dept Board Priority	Priority
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FY 2027 Supplemental Requests

Item # 1.

Dept.	GL Account #	GL Account Name	Description	Amount	Notes	Dept Board Priority	Priority
Emergency Management			Archer 8- Barrier Trailer Kit	\$ 184,000.00			
			Crowd Control Interlocking Barrier	\$ 15,000.00			
			Portable Message Signs	\$ 18,000.00			
					\$ 217,000.00		
DSRP	200-401-71008	DSRP Improvements	Main Restroom Remodel	\$ 200,000.00			
	200-401-71008	DSRP Improvements	Demonstration Garden	\$ 50,000.00			
	200-401-64023	Equipment	AV System/Tower Maintenance Contract	\$ 35,000.00			
				\$ 285,000.00			
Utilities	400-310-64006	Fleet Acquisition		\$ 85,000.00			
				\$ 85,000.00			

City Attorn	Legal AI support	\$50,000.00
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**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF

2026 ROADWAY MAINTENANCE PROJECT
(#MAINT-2026-01)**

Prepared For:



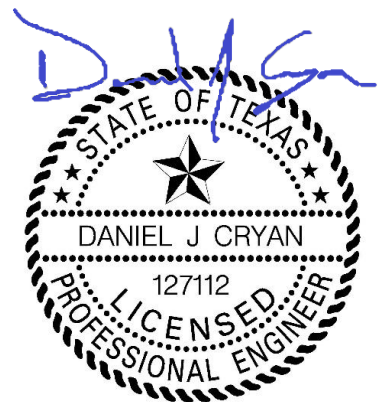
511 Mercer Street
Dripping Springs, Texas 78620
(512) 858-4725

Prepared by:



9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-27501

MAY 2026



5/27/2026

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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2024 Edition), the Hays County Specifications for Roadway Design, Paving and drainage Improvements (2019 Edition).

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 **2:00 p.m. on Thursday, June 25th, 2026**, 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 **2026 ROADWAY MAINTENANCE PROJECT (#MAINT-2026-01)** 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:

“2026 ROADWAY MAINTENANCE PROJECT (#MAINT-2026-01)”

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**

2026 Roadway Maintenance Project (#MAINT-2026-01) generally includes: 9,821 square yards of 3" asphalt mill & overlay, 525 square yards of spot pavement repairs, and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via the City of Dripping Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **June 3rd, 2026**.

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 **Thursday, June 11th, 2026**, at **1:00 p.m.** at the **City Hall Building, 511 Mercer St., Dripping Springs, Texas**.

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 bid 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.
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 Thursday, June 18th, 2026**. The interested firm shall email a copy of the written clarification request to Garrett Osborne and Chad Gilpin, at GOsborne@cityofdrippingsprings.com & cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.

If a bidder discovers, or reasonably should discover, any patent ambiguity, inconsistency, discrepancy, omission, or conflict in the Contract Documents before submitting a bid, the

bidder shall request clarification in writing before the deadline for questions. Failure to timely request clarification of a patent ambiguity or conflict shall waive any claim after bid opening or award for additional compensation, time, or other relief arising from that patent ambiguity or conflict.

5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inspect the site; and to inform themselves by their own investigation of all conditions affecting the Work, including access, staging, public interface, utilities, drainage, grades, visible surface conditions, and all other conditions reasonably discoverable by prudent pre-bid investigation. By submitting a bid, each bidder represents that it has included in its bid all work reasonably inferable from the Contract Documents and all incidental and subsidiary work necessary for proper completion of the Project, whether or not such work is expressly identified as a separate pay item. No claim for additional compensation or time shall be made for conditions that were reasonably apparent from the site, the Contract Documents, or a reasonably diligent pre-bid investigation.
6. Each bid and the bid 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, Payment, and Maintenance Bonds. Bond requirements shall be as stated in the General Conditions and other Contract Documents. The successful bidder shall furnish all required bonds in the full penal amount required by the Contract Documents and in forms acceptable to the City. All required bonds shall be executed within ten (10) days after receipt of written notification of award and prior to commencement of Work. Each surety shall be duly authorized to do business in the State of Texas and shall satisfy all requirements of applicable law and the Contract Documents, including any Treasury-list or reinsurance requirements. The successful bidder shall also furnish a maintenance bond before final

payment and final acceptance if required by the Contract Documents. Each required bond must: (a) identify the Principal exactly as named in the Contract; (b) identify the Work exactly as described in the Contract; (c) be dated the same date as, or a later date than, the Contract; (d) identify the surety and include the surety's NAIC number if requested by the City; (e) be accompanied by a valid power of attorney for the attorney-in-fact executing the bond; (f) identify a Texas agent for service; and (g) be in form and substance acceptable to the City. Digital seals will be accepted only if accompanied by a verification source acceptable to the City.

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 bid. Bidders must agree to pay liquidated damages of as listed in Section C-8 to the City for every day past the specified completion date stated in the bid.
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 best Bid. Each unit price and lump sum price shall include full compensation for all labor, supervision, materials, equipment, temporary fencing, public protection, traffic and pedestrian control, dust control, watering, topsoil, restoration, cleanup, utility coordination, and all other incidental and subsidiary work necessary to complete the Work in accordance with the Contract Documents, whether or not separately listed as a pay item.
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.

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.

15. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance and the required Performance Bond and Payment Bond, duly executed by such bidder as principal and by a corporate surety duly authorized to act under the laws of the State of Texas, within the time required after Notice of Award and before commencement of Work. The successful bidder must also furnish any required Maintenance Bond at the time specified in the Contract Documents as a condition to final payment and

final acceptance. The successful bidder will be required to provide required 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.

16. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

17. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**DIVISION B
BID PROPOSAL**

Project: **2026 ROADWAY MAINTENANCE PROJECT (#MAINT-2026-01)**

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. Furthermore, the Rob Shelton portion of the work shall commence first after issuance of the Notice to proceed and shall reach Substantial Completion within 15 Calendar Days of the initial lane closures. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive calendar day thereafter as provided in Division C, Section 8 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.
4. BIDDER will sign and submit the Agreement with the Performance Bond, Payment Bond, and other documents required by the Bid Requirements within 10 calendar days after the date of OWNER's Notice of Award. BIDDER will furnish the Maintenance Bond at the time required by the Contract Documents.
5. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bid 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, public-use conditions, access constraints, utility

conditions, visible surface conditions, drainage, grades, and all local conditions and Laws and Regulations that 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 observations, examinations, investigations, explorations, tests, and studies that BIDDER considers necessary for performance of the Work at the Contract Price and within the Contract Time, and BIDDER has included in its Bid all work reasonably inferable from the Contract Documents and all incidental and subsidiary work necessary for proper completion of the Project.
 - D. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing underground and aboveground facilities, access limitations, tie-ins, and visible site conditions, and has accounted for such matters in the Bid to the extent reasonably discoverable before bid.
 - 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 and accepts responsibility for conditions reasonably apparent from the site and Contract Documents.
 - F. BIDDER has given ENGINEER written notice of all patent conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents before submitting the Bid, and BIDDER waives any post-award claim based on a patent ambiguity, conflict, or discrepancy not timely raised before bid.
 - 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 proposing; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - H. BIDDER acknowledges that Work identified in the Contract Documents as having no separate pay item, being subsidiary to another item, or being incidental to the Work is included in the applicable Bid prices and will not entitle BIDDER to additional compensation.
6. 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

Information From Bidders

7. BIDDER acknowledges that additional post-award and closeout documents, including required bonds and insurance documents, shall be furnished at the times specified in the Contract Documents.

RESPECTFULLY SUBMITTED on _____, 2026.

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.

2026 ROADWAY MAINTENANCE PROJECT
 (#MAINT-2026-01)

Section B-1
 BID FORM

City of Dripping Springs, Texas

BIDDER will complete the Work for the following prices:

BASE BID

Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	SS01	FLEXIBLE PAVEMENT SPOT REPAIRS for _____ dollars and _____ cents PER SQUARE YARD	SY	470	\$ _____	\$ _____
2	TXDOT 0310 7013	PRIME COAT (MC-30 OR AE-P) for _____ dollars and _____ cents PER GALLON	GAL	1783	\$ _____	\$ _____
3	TXDOT 0341 7048	D-GR HMA TY-D PG70-22 (3 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	8913	\$ _____	\$ _____
4	TXDOT 0354 7020	PLANE & TEXT ASPH CONC PAV(3") for _____ dollars and _____ cents PER SQUARE YARD	SY	8913	\$ _____	\$ _____
5	TXDOT 0500 7001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ _____	\$ _____
6	TXDOT 0502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING for _____ dollars and _____ cents PER MONTH	MO	0.5	\$ _____	\$ _____
7	TXDOT 0666 7015	REFL PAV MRK TY I (W) 4" (DOT)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	102.75	\$ _____	\$ _____
8	TXDOT 0666 7023	REFL PAV MRK TY I (W) 4" (SLD)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	7492	\$ _____	\$ _____
9	TXDOT 0666 7024	REFL PAV MRK TY I (W)8"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	706	\$ _____	\$ _____
10	TXDOT 0666 7036	REFL PAV MRK TY I (W) 24" (SLD)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	145	\$ _____	\$ _____
11	TXDOT 0666 7042	REFL PAV MRK TY I (W)(ARROW)(100MIL) for _____ dollars and _____ cents PER EACH	EA	5	\$ _____	\$ _____
12	TXDOT 0666 7066	REFL PAV MRK TY I (W)(WORD)(100MIL) for _____ dollars and _____ cents PER EACH	EA	5	\$ _____	\$ _____
13	TXDOT 0666 7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL) for _____ dollars and _____ cents PER EACH	EA	12	\$ _____	\$ _____
14	TXDOT 0666 7099	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL) for _____ dollars and _____ cents PER EACH	EA	12	\$ _____	\$ _____

BIDDER will complete the Work for the following prices:

BASE BID						
Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
15	TXDOT 0666 7114	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	368	\$ _____	\$ _____
16	TXDOT 0672 7011	PLOWABLE REFL PAV MRKR TY I-C for _____ dollars and _____ cents PER EACH	EA	36	\$ _____	\$ _____
17	TXDOT 0672 7013	PLOWABLE REFL PAV MRKR TY II-A-A for _____ dollars and _____ cents PER EACH	EA	10	\$ _____	\$ _____
18	TXDOT 0672 7022	PLOWABLE REFL PAV MRKR TY II-B-B for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____
(1)		BASE BID TOTAL (BID ITEMS 1 - 18) for _____ dollars and _____ cents			\$ _____	\$ _____

ADD ALTERNATE #1						
Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1.1	SS01	FLEXIBLE PAVEMENT SPOT REPAIRS for _____ dollars and _____ cents PER SQUARE YARD	SY	55	\$ _____	\$ _____
A1.2	TXDOT 0105 7026	RMV (6") TRT/UNTRT BASE & ASPH PAV for _____ dollars and _____ cents PER SQUARE YARD	SY	12	\$ _____	\$ _____
A1.3	TXDOT 0310 7013	PRIME COAT (MC-30 OR AE-P) for _____ dollars and _____ cents PER GALLON	GAL	182	\$ _____	\$ _____
A1.4	TXDOT 0341 7048	D-GR HMA TY-D PG70-22 (3 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	908	\$ _____	\$ _____
A1.5	TXDOT 0354 7020	PLANE & TEXT ASPH CONC PAV(3") for _____ dollars and _____ cents PER SQUARE YARD	SY	908	\$ _____	\$ _____
A1.6	TXDOT 0500 7001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ _____	\$ _____
A1.7	TXDOT 0502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING for _____ dollars and _____ cents PER MONTH	MO	0.25	\$ _____	\$ _____
A1.8	TXDOT 0666 7023	REFL PAV MRK TY I (W) 4" (SLD)(100 MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	240	\$ _____	\$ _____
(2)		ADD ALTERNATE #1 TOTAL (BID ITEMS A1.1 - A1.8) for _____ dollars and _____ cents			\$ _____	\$ _____

BID SUMMARY AND TOTAL

(1) BASE BID SUBTOTAL \$ _____
(2) ADD ALTERNATE #1 SUBTOTAL \$ _____
(1)+(2) TOTAL AMOUNT BID (BASE BID + ADD ALT 1): \$ _____

**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 bid or bid, that such bid 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 bid 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 _____, 2026.

Notary Public

My Commission expires:

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID BID. 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. Traffic Control _____
2. Pavement (Flexible Pavement Repair, Milling, HMA) _____
3. Pavement Markings _____

Other Subcontractors Exceeding 10% of total contract amount:

1. _____
2. _____
3. _____

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 PRESENTS, 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 bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed this _____ day of _____, 2026.

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 **2026 ROADWAY MAINTENANCE PROJECT**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in 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 FOU06252025.**

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 _____, 2026 (“Effective Date”), by and between _____ (a Texas limited liability company), whose address is _____ (hereinafter called the “Contractor”), and the CITY OF DRIPPING SPRINGS (hereinafter called the “City”) acting herein by its City Administrator, Michelle Fischer, hereunto duly authorized.

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, utilities, transportation, temporary facilities, fencing, public protection measures, cleanup, restoration, and all other services and incidentals necessary or customarily required for proper completion of the Work in strict accordance with the Contract Documents, whether or not expressly identified as a separate pay item. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, 2026 ROADWAY MAINTENANCE PROJECT 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 bid 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. Final acceptance of the Work shall occur only upon the City’s written final acceptance after completion of all Work, punch-list items, closeout requirements, and delivery of all documents required by the Contract Documents. Payment of monies due hereunder does not constitute acceptance of the Work or waiver of defective or incomplete Work.

2.4 Applications for Payment. Contractor shall submit applications for payment in the form required by the Contract Documents, together with all supporting documentation required by the

Contract Documents, including updated schedule information, subcontractor reporting, lien-waiver documentation, payroll documentation if applicable, and any other backup reasonably required by the City. Incomplete or inaccurate payment applications may be returned to Contractor for correction and re-submittal, and the City may withhold payment as permitted by the Contract Documents.

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 cause its policies to require at least thirty (30) days' prior written notice to the City of cancellation, non-renewal, or material reduction in coverage, except ten (10) days' notice for cancellation due to non-payment where permitted by law.

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. If any Change Order, amendment, or supplemental agreement increases the Contract Price, Contractor shall, upon City request, furnish any rider, endorsement, or replacement bond necessary to maintain bond coverage in the full amount required by the Contract Documents.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished or 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, or such longer period as may be required elsewhere in the Contract Documents or by law. Contractor further agrees to indemnify and hold the City harmless from all costs encountered in remedying such defects. As a condition precedent to final payment and final acceptance, Contractor shall furnish to the City a two (2) year maintenance bond, in form and substance satisfactory to the City, for the full amount required by the Contract Documents. If Contractor fails to timely commence or complete corrective work after notice, the City may perform or cause others to perform such corrective work and recover all resulting costs from Contractor and/or the maintenance bond surety. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects.

Contractor shall furnish to the City, before final payment and final acceptance, a two (2) year maintenance bond in form and substance satisfactory to the City and in the full amount required by the Contract Documents. 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 Bond
Exhibit E	Payment Bond
Exhibit F	Maintenance Bond
Exhibit G	Certificate of Insurance
Exhibit H	Contractor's Signed Cost Bid
Exhibit I	Conflict of Interest Questionnaire
Exhibit J	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. References in the Contract Documents to "required bonds" include the Performance Bond, Payment Bond, and Maintenance Bond, each due at the time specified in the Contract Documents. In the event of a conflict, inconsistency, discrepancy, or ambiguity in the Contract Documents, the following order of precedence shall govern: (1) Addenda; (2) this Contract; (3) Supplemental Conditions; (4) General Conditions; (5) Technical Specifications; (6) Plans and Drawings; (7) Details; and (8) schedules, quantity sheets, and general notes. The more specific requirement shall govern over the more general requirement to the extent not inconsistent with the foregoing order of precedence. Contractor shall promptly notify the City and Owner's Representative in writing of any conflict or ambiguity before performing affected Work. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, bids, 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. All performance, payment, and maintenance bonds required by this Contract shall be on forms included in the Contract Documents or otherwise expressly approved in writing by the City Attorney.

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 in the bid documents described above.

6.2 Amendment. This Contract and the bid 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 joint 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. A party shall be excused from timely performance only to the extent its performance is actually delayed by an event beyond its reasonable control and without its fault or negligence; provided, however, that Contractor’s relief for delay shall be limited to the relief expressly permitted by the General Conditions and no event of force majeure shall entitle Contractor to compensation except to the extent expressly provided by the Contract Documents.

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 bid 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. [*See Section C-8 and the General Conditions.*]

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 _____ **2026**, 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 _____, **2026**.

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 (Signature)

Telephone No. (Area Code)

Witness Address (State and Zip Code)

Surety NAIC No.

Texas Agent for Service

Texas Agent Address

Texas Agent Phone/Email

Power of Attorney Attached: Yes / No

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 _____, 2026, 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 _____ 2026.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Witness Address (State and Zip Code)

Texas Agent for Service

Texas Agent Phone/Email

PRINCIPAL

By: _____

Address (State & Zip Code)

Telephone Number

SURETY

By: _____

Address (State and Zip Code)

Telephone No. (Area Code)

Surety NAIC No.

Texas Agent Address

Power of Attorney Attached: Yes / No

NOTE: If Contractor is Partnership, all Partners should execute Bond.

NOTE: Bond must be submitted on this form or on a form approved in writing by the City Attorney. Power of Attorney for the attorney-in-fact must be attached.

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.

MAINTENANCE BOND EXAMPLE TEMPLATE

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ (“Contractor”) as principal, and _____ (“Surety”) as surety are held and firmly bound unto City of Dripping Springs, Texas (“City”) as obligee in the full and just sum of [Dollar Amount In Words] [\$Dollar Amount], which sum shall be no less than one hundred percent (100%) of the final construction cost, and for which sum, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Contractor has by written agreement dated [insert date here] entered into a contract with City/Obligee to construct certain Improvements as described therein (“Contract”) and as further described for reference as: 2026 Roadway Maintenance Project.

NOW THEREFORE, if the Contractor shall indemnify and hold harmless the City against loss or damage occasioned directly by the failure of said materials or workmanship, then this obligation to be void, otherwise to remain in full force and effect. It is understood, however, that this bond shall not include loss or damage by failure or workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

NOW, THEREFORE, the Contractor in said Contract and herein, binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the Improvements by the City, the said Improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of the final acceptance of the work by the City, the Contractor binds itself to repair or reconstruct the said improvements in whole or in part at any time within said period and that it will, upon receiving notice, repair or reconstruct said improvements from the date of such notice as the City shall determine to be necessary. If said Contractor does not repair or reconstruct the improvements within the time period designated then the City shall be entitled to have said repairs made and charge said Contractor and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, the condition of this obligation is such that the Surety guarantees: that the Improvements be free of defective workmanship and materials during the maintenance period set forth herein; that Contractor shall keep and perform its said work and keep the same in repair for the said maintenance period of two (2) years, as provided; and, that Contractor holds harmless and indemnifies said City from any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation, then these presents shall be null and void and have no further effect, but if default shall be made by said work or materials or Contractor, then these presents shall remain in full force and effect, and the said City shall have and recover from the said Contractor and Surety, jointly and severally, their heirs, administrators, executors, successors and assigns, all damages, costs and expenses. And in this regard, Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the City.

NOW, THEREFORE, whenever Contractor shall be declared by City to be in default under the Contract, the Surety shall, upon request of City and within ten (10) calendar days from receipt of City's notice of Contractor's default, may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, and
2. Shall hold the City harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner.

NOW, THEREFORE, Surety acknowledges that its obligations under this Bond and as detailed herein and in the Contract Documents are not conditioned on a termination of the Contractor by the City. Surety further acknowledges and agrees that Surety shall obtain the City's approval and consent with respect to the contractor(s) that Surety may retain to replace defaulted Contractor or otherwise honor the obligations under this Bond.

NOW, THEREFORE, this Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

NOW, THEREFORE, Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this Bond may be subject to. If the Surety's obligation under this Bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this Bond furnish written certification to City that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. In addition to the foregoing, If this Bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas 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 such event, the Surety shall also furnish to the City immediately upon the effective date of this Bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

Signed and sealed this day of , .

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 (Signature)

Telephone No. (Area Code)

Witness Address (State and Zip Code)

Surety NAIC No.

Texas Agent for Service

Texas Agent Address

Texas Agent Phone/Email

Power of Attorney Attached: Yes / No

NOTE: Maintenance bond must be on this form or another form approved in writing by the City Attorney. Power of Attorney for the attorney-in-fact must be attached.

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-5
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, together with its officials, officers, employees, agents, and representatives, shall be included as additional insureds on a primary and non-contributory basis, regardless of the application of other insurance, with respect to commercial general liability and automobile liability coverage, for both ongoing operations and completed operations, except to the extent prohibited with respect to workers' compensation or professional liability coverage.
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 provide the City prompt written notice of any material reduction in coverage.
5. All insurance policies shall be endorsed to provide the City at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except ten (10) days' prior written notice for cancellation due to non-payment if allowed by law.
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, including products/completed operations coverage and additional insured completed operations coverage in favor of the City, must be maintained for at least two (2) years after final acceptance of the Project or for any longer period required elsewhere in the Contract Documents.
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.
- Certificates of insurance alone are not sufficient to satisfy the additional insured, waiver of subrogation, primary and non-contributory, or notice requirements where endorsement language is required by the Contract Documents. 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: 2026 Roadway Maintenance Project (#MAINT-2026-01)

The City of Dripping Springs has considered the bids submitted for the above described project in response to its advertisement for bids dated **June 3rd, 2026** and related information to Bidders.

You are hereby notified that your bid in the amount of \$ _____, has been favorably considered for the project by the City. Pursuant to the Instructions to Bidders you are asked to sign the proposed Contract and to return the same, along with the required Certificate of Insurance and Payment Bond and Performance Bond within ten (10) days of your receipt of this Notice, for the approval and signature of the authorized representative of the City.

For the purpose of effective date of the Performance and Payment Bond, and the required Certificate of Insurance, the date of _____ may be considered the date of the Contract, if the Documents are approved by the City.

If you fail to submit the proposed Contract, the required Performance Bond and Payment Bond, and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited. Any required Maintenance Bond shall be furnished at the time specified in the Contract Documents as a condition to final payment and final acceptance.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this ____ day of _____, 2026.

CITY OF DRIPPING SPRINGS.

City Engineer

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this ____ day of _____, 2026.

Authorized Signature

Title: _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: 2026 ROADWAY MAINTENANCE PROJECT
(#MAINT-2026-01)

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 _____ 2026.

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 bid for the completion of the work is an essential element of the Contract. For each calendar 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 calendar 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. Assessment of liquidated damages shall not preclude the City from exercising any other right or remedy available under the Contract Documents, except to the extent recovery of duplicative delay damages would be prohibited by applicable law.

	FOR AMOUNT OF CONTRACT	
From More Than	To and Including	Amount of Liquidated Damages Per Calendar 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
\$20,000,000	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 national 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 national 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.

Servicer.....	\$ 11.85
PAINTER (Structures).....	\$ 18.34
POWER EQUIPMENT OPERATOR:	
Agricultural Tractor.....	\$ 12.69
Asphalt Distributor.....	\$ 15.55
Asphalt Paving Machine.....	\$ 14.36
Boom Truck.....	\$ 18.36
Broom or Sweeper.....	\$ 11.04
Concrete Pavement Finishing Machine.....	\$ 15.48
Crane, Hydraulic 80 tons or less.....	\$ 18.36
Crane, Lattice Boom 80 tons or less.....	\$ 15.87
Crane, Lattice Boom over 80 tons.....	\$ 19.38
Crawler Tractor.....	\$ 15.67
Directional Drilling Locator.....	\$ 11.67
Directional Drilling Operator.....	\$ 17.24
Excavator 50,000 lbs or Less.....	\$ 12.88
Excavator over 50,000 lbs...	\$ 17.71
Foundation Drill, Truck Mounted.....	\$ 16.93
Front End Loader, 3 CY or Less.....	\$ 13.04
Front End Loader, Over 3 CY.	\$ 13.21
Loader/Backhoe.....	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine....	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt.....	\$ 12.78
Roller, Other.....	\$ 10.50
Scraper.....	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy....	\$ 18.48
Servicer.....	\$ 14.51
Steel Worker	
Reinforcing.....	\$ 14.00
Structural.....	\$ 19.29
TRAFFIC SIGNALIZATION:	
Traffic Signal Installation	
Traffic Signal/Light Pole	

Worker.....	\$ 16.00
TRUCK DRIVER	
Lowboy-Float.....	\$ 15.66
Off Road Hauler.....	\$ 11.88
Single Axle.....	\$ 11.79
Single or Tandem Axle Dump	
Truck.....	\$ 11.68
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.81
WELDER.....	\$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the 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.

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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: Garrett Osborne – City Project Manager
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-858-4725
E-mail: GOsborne@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 Bid.**
- 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 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%).

- .4 Each bond shall identify the Principal exactly as named in the Agreement, shall describe the Work exactly as stated in the Agreement or other Contract Documents, shall be dated no earlier than the date of the Agreement, and shall be accompanied by the surety's power of attorney and such other supporting information as OWNER may reasonably require, including evidence of authority to do business in Texas and Treasury-list or reinsurance compliance if applicable.
- .5 References in the Contract Documents to "required bonds" include the Performance Bond, Payment Bond, and Maintenance Bond, each to be furnished at the time specified in the Contract Documents.

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 final acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond, in form and substance satisfactory to OWNER,

to assure the quality of the materials and workmanship and maintenance of all required improvements, including OWNER'S costs of enforcing the bond 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. No substitution or "approved equal" request shall be made after bid except with the prior written approval of OWNER. OWNER and E/A may reject any proposed substitution in their sole reasonable discretion. Contractor shall bear all costs and risks associated with any requested substitution, including review time, redesign, coordination, delay, incompatibility, lifecycle impacts, and rework. If a substitution request is allowed, it shall be submitted 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 bid 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) current record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders, written interpretations, and clarifications in good order and annotated on a current basis to show all changes made during construction, including field adjustments, concealed conditions encountered, utility relocations, deviations from plan alignment or grade, and all other changes relevant to final record drawings. Failure to maintain current record documents shall constitute grounds for withholding payment. 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 bids 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 bid 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 OR ANY OTHER MONETARY RELIEF FOR ANY EVENT OF DELAY, DISRUPTION, INTERFERENCE, HINDRANCE, RESEQUENCING, SUSPENSION, OR INEFFICIENCY, INCLUDING DELAYS RELATED TO UTILITIES, OTHER CONTRACTORS, REVIEW TIMES, ACCESS RESTRICTIONS, PUBLIC-USE CONSTRAINTS, WEATHER, PROCUREMENT, OR COORDINATION, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY APPLICABLE LAW. CONTRACTOR'S SOLE REMEDY FOR ANY SUCH EVENT SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME TO THE EXTENT EXPRESSLY PROVIDED BY THE CONTRACT DOCUMENTS.

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. In addition to the foregoing, CONTRACTOR shall provide written notice to OWNER and Owner's Representative within three (3) calendar days after CONTRACTOR first becomes aware, or reasonably should become aware, of any act, omission, condition, directive, delay, disruption, or event that may give rise to a claim for additional compensation, time, or other relief. Failure to provide such prompt notice shall waive the claim to the extent OWNER is prejudiced. 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** updated submittal and procurement status;
 - .3** monthly subcontractor report;
 - .4** conditional lien waivers for the current payment period and unconditional lien waivers for the previous payment period;
 - .5** certified payroll documentation if required by law or the Contract Documents;
 - .6** any other documentation required under the Supplemental General Conditions or reasonably requested by OWNER.

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 bid.

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 bid 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 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 bids 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

All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2024 Edition) and the Hays County Specifications for Roadway Design, Paving and drainage Improvements (2019 Edition).

Where Hays County Specifications for Roadway Design, Paving, and Drainage Improvements are in conflict with TxDOT Specifications, Hays County Specifications shall supersede. Where additional project-specific requirements are provided in the Contract Documents, they shall be interpreted in accordance with the order-of-precedence provisions of the Agreement and Supplemental Conditions. Contractor shall promptly request clarification of any apparent conflict before performing affected Work.

SPECIAL SPECIFICATION SPOT PAVEMENT REPAIRS

1.0 DESCRIPTION

Contractor shall complete pavement repairs per plan details at locations marked in the field and agreed to by the City Engineer. During the pre-construction conference and prior to commencing of construction activities, the Contractor shall meet with the City Engineer to discuss locations needing Spot Pavement Repairs. The Contractor shall clearly mark locations and provide measurements in linear feet and square yards of the areas to receive Spot Pavement Repairs. The Engineer shall have a minimum of 72-hours to review and comment on all marked locations and measurements. The contractor must receive written Engineer approval of all Spot Pavement Repair locations prior to commencing of the work.

2.0 MEASUREMENT AND PAYMENT

This item shall be measured by the square yard (SY). Locations shall be clearly marked on existing pavement and all marked locations and quantity totals must be agreed upon by the Contractor and the Engineer prior to commencing work.

The work performed and materials furnished in accordance with this item and measured as provided in this section will be paid for at the unit price bid for "Spot Pavement Repair" of the depth shown in the plans. This price is full compensation for all of the items called for in the plan details related to "Spot Pavement Repairs", including but not limited to: Sawcutting existing pavement; removal, hauling and disposal of existing asphalt or concrete pavement, base and subgrade materials; TxDOT Item 351 Flexible Pavement Structure Repair – scarifying, removing, hauling, spreading, disposing of, and stockpiling existing pavement structure, removing objectionable or unstable material, furnishing and placing materials, maintaining completed section before surfacing, applying tack or prime coat, hauling, sprinkling, spreading, and compacting; TxDOT Item 341 Hot Mix Asphaltic Pavement of the type and depth specified in the plans; and equipment, labor, tools and incidentals.