



City Council & Board of Adjustment Regular Meeting

Dripping Springs ISD Center for Learning and Leadership

Board Room, 300 Sportsplex Drive – Dripping Springs, Texas

Tuesday, February 04, 2025, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

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.

PROCLAMATIONS & PRESENTATIONS

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

- 1. Proclamation of the City of Dripping Springs proclaiming the month of February 2025 as "Dating Violence Awareness and Prevention Month". Sponsor: Mayor Bill Foulds, Jr.**

CONSENT AGENDA

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

- 2. Approval of the January 7, 2025 City Council & Board of Adjustment regular meeting minutes.**
- 3. Approval of the Co-Sponsorship Agreement with the Texas Hill Country Barrel Racing Association. Sponsor: Council Member Sherrie Parks**
- 4. Approval of a Joint Election Agreement between the City of Dripping Springs and Dripping Springs Independent School District for the May 3, 2025 Municipal General Election.**
- 5. Approval of a Joint Election Agreement between the City of Dripping Springs and Hays County for the May 3, 2025 Municipal General Election.**
- 6. Approval of an Election Agreement and Contract for Election Services between the City of Dripping Springs and the Elections Administrator, Hays County, Texas to conduct and administer the May 3, 2025 Dripping Springs Municipal General Election.**
- 7. Approval of an Agreement for the Temporary Closure of State Right of Way Multi-Year Agreement between the City of Dripping Springs and the Texas Department of Transportation for the Founders Day Festival and Parade. Sponsor: Councilmember Sherrie Parks.**
- 8. Approval of a Rate Adjustment for an Agreement with Chapman Law Firm, P.C. Sponsor: Mayor Bill Foulds, Jr.**
- 9. Approval of the December 2024 Treasurer's Report.**

BUSINESS AGENDA

- 10. Discuss and consider approval of an ordinance amending Article 16.02 Parks and Recreation in the City of Dripping Springs Code of Ordinances regarding electric bicycles in parks. Sponsor: Mayor Pro Tem Taline Manassian.**

- 11. Public hearing, discussion, and consideration of approval of a Resolution Authorizing the Publication of the Notice of Intention to Issue City of Dripping Springs, Texas Combination Tax and Limited Revenue Certificates of Obligation in an Estimated Amount not to Exceed \$14,500,000, and Other Matters Related Thereto. *Sponsor: Mayor Bill Foulds, Jr.***
 - a. Staff Report
 - b. Public Hearing
 - c. Resolution
- 12. Public Hearing and consideration of approval of an Ordinance Ordering the City of Dripping Springs 2025 Municipal General Election.**
- 13. Discuss and Consider approval of a Resolution Accepting the Petition Requesting the Consent of the City of Dripping Springs for Driftwood Conservation District to Annex Certain Property in the District.**
- 14. Discuss and Consider an Agreement between the City of Dripping Springs and the Dripping Springs Water Supply Corporation regarding the Provision of Retail Water Service to the Anarene West Property and the Cannon Retail Property *Sponsor: Mayor Bill Foulds, Jr.***
- 15. Discuss and consider approval of a License Agreement between the City of Dripping Springs and Meritage Homes as it relates to installation of utility infrastructure on city property. *Applicant: Meritage Homes***
- 16. Discuss and consider selection of a bidder and approval of the proposal from the selected bidder, and authorize staff to negotiate an Agreement for the installation of Audio Visual Equipment City Hall with selected bidder. *Sponsor: Mayor Bill Foulds, Jr.***
- 17. Discuss and Consider approval to award bid to construct Phase 3 Drip Fields for Arrowhead WWTP and authorize city administrator to finalize an agreement with selected bidder. *Sponsor: Mayor Bill Foulds, Jr.***

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

- 18. Legislative Report. *Laura Mueller, City Attorney***

CLOSED SESSION

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

Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

19. **Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions.** (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*)
20. **Consultation with City Attorney related to legal issues regarding land use, economic development, waiver process, and infrastructure requirements and rough proportionality.** (*551.071, Consultation with Attorney*).
21. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** (*Consultation with Attorney, 551.071*)
22. **Consultation with City Attorney related to legal issues regarding federal regulatory changes affecting City park programs.** (*551.071, Consultation with Attorney*).

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

February 18, 2024, at 6:00 p.m.

March 4, 2024, at 6:00 p.m.

March 25, 2024, at 6:00 p.m.

Board, Commission, & Committee Meetings

February 6, 2025 Historic Preservation Commission at 6:00 p.m.

February 10, 2025 TIRZ No.1 & No.2 Board at 6:00 p.m.

February 10, 2025 Founders Day Commission 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 February 31, 2025 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.



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING FEBRUARY 2025, AS**

“DATING VIOLENCE AWARENESS AND PREVENTION MONTH”

- WHEREAS,** one in three adolescents is a victim of physical, sexual, emotional, or verbal abuse from a dating partner; and
- WHEREAS,** the effects of dating violence impact youth in all communities and cuts across economic, racial, gender, and societal barriers; and
- WHEREAS,** respectful, supportive, and non-violent relationships are key to safety, health, and academic success; and
- WHEREAS,** by providing teens and young adults with education about healthy relationships and relationship skills, and by changing attitudes that support violence, we recognize that dating violence can be prevented; and
- WHEREAS,** family, friends, teachers, coaches, faith leaders, community members, and other important people in young people’s lives have the power to influence youth in positive ways; and
- WHEREAS,** last year Hays-Caldwell Women’s Center provided 61 dating violence prevention and healthy relationships presentations to 2,430 teens and young adults; and
- WHEREAS,** last year Hays-Caldwell Women’s Center reached an audience of more than 790,000 through Prevention Education Toolkit Downloads; and
- WHEREAS,** we must work together to raise awareness and promote healthy dating relationships with activities and conversations about mutually respectful and non-violent relationships in our homes, schools, and communities.

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

1. That February 2025 shall be known as “Dating Violence Awareness and Prevention Month” in the City of Dripping Springs, Texas; and
2. That citizens of Dripping Springs are encouraged to work together to raise awareness and prevent dating violence in our community and beyond.



City Council & Board of Adjustment Regular Meeting

Dripping Springs ISD Center for Learning and Leadership

Board Room, 300 Sportsplex Drive – Dripping Springs, Texas

Tuesday, January 07, 2025, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of City Council members present, Mayor Foulds called the meeting to order at 6:01 PM.

City Council Members Present:

- Mayor Bill Foulds, Jr.
- Mayor Pro Tem Taline Manassian
- Council Member Place 2 Wade King
- Council Member Place 3 Geoffrey Tahuahua
- Council Member Place 5 Sherrie Parks

City Council Members Absent:

- Council Member Place 4 Travis Crow

Staff, Consultants, & Appointed/Elected Officials

- City Engineer Chad Gilpin
- Deputy City Administrator Ginger Faught
- Deputy City Administrator Shawn Cox
- City Attorney Laura Mueller
- Deputy City Attorney Aniz Alani
- City Secretary Diana Boone
- Emergency Management Coordinator Roman Baligad
- Building Official Shane Pevehouse
- Utilities Director Dane Sorensen
- Planning Director Tory Carpenter
- Parks & Community Service Director Andy Binz
- People & Communications Director Lisa Sullivan
- Planning & Zoning Commission Chair Mim James
- TIRZ No.1 & No.2 Board Chair Craig Starcher
- TIRZ No.1 & No.2 Board Member Dave Edwards
- TIRZ No.1 & No.2 Board Member Ryan Thomas
- TIRZ No.1 & No.2 Advisory Board Member Bob Richardson

PLEDGE OF ALLEGIANCE

BOARD OF ADJUSTMENT

CALL TO ORDER & ROLL CALL

Board Members

Chair Bill Foulds, Jr.
 Taline Manassian
 Wade King
 Geoffrey Tahuahua
 Travis Crow (*absent*)
 Sherrie Parks

BOARD OF ADJUSTMENT AGENDA

1. Public hearing and consideration of approval of VAR2024-009: a variance request to allow a single-family residence building within the side setback at 406 Sue Peaks. Applicant: Travis Schirpik, Meritage Homes

a. Applicant Presentation

Applicant Travis Schirpik spoke in request of variance.

b. Staff Report

Planning Director Tory Carpenter presented the staff report and recommended approval with the condition that all necessary improvements be made prior to the issuance of a Certificate of Occupancy.

c. Planning & Zoning Commission Report

Planning & Zoning Commission Chair Mim James presented and recommended approval.

d. Public Hearing

No one spoke during the Public Hearing.

e. Recommendation

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to return to this item after the award presentation. The motion carried unanimously 4 to 0.

After the award presentation a motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to move this item into Closed Session, under Section 551.071, Consultation with Attorney. The motion carried unanimously 4 to 0.

Board of Adjustment met in Closed Session from 6:46 PM to 7:02 PM.

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve variance with staff recommendations and additional conditions, to require applicant to extend fire resistant improvements to adjacent property and remove grass with the consent of adjoining property owner.

CITY COUNCIL

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.

No one spoke during the Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

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

- 2. Recognition of Dave Edwards for his service on the TIRZ No. 1 and No. 2 Board.** *Sponsor: Mayor Pro Tem Taline Manassian*

Mayor Pro Tem Manassian and TIRZ No.1 & No.2 Board Chair Craig Starcher presented Dave Edwards with an award for his years of service and dedication to the TIRZ No.1 & No.2 Board.

CONSENT AGENDA

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

- 3. Consider approval of the December 3, 2024 City Council meeting minutes.**
- 4. Consider approval of the appointment of Ryan Thomas and the reappointment of Missy Atwood and Taline Manassian to the TIRZ No. 1 & No. 2 Board of Directors for a term ending December 31, 2026.**
- 5. Consider approval of the CERT recommendation to appoint Sandra Barber to the Emergency Management Committee for a term ending January 1, 2027.**
- 6. Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for the Driftwood Club Core Phase V- Waterline, Forcemain and Street Improvements.** *Applicant: Jimmy Evans Company, LTD*

7. **Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for the Heritage Offsite Effluent Line Stage II Improvements.** *Applicant: Cash Construction Company, INC.*
8. **Consider approval of the November 2024 Treasurer's Report.**
9. **Consider approval of an easement for the Dripping Springs Independent School District related to the installation of fiber line in the City's right of way.** *Applicant: Dripping Springs Independent School District*
10. **Consider approval of a Facility Use and Training Agreement between the City of Dripping Springs and South Central Planning and Development Commission for use of the Dripping Springs Ranch Park event room.** *Sponsor: Councilmember Sherrie Parks*
11. **Contract with Atlas Utility for the purchase of water meters.** *Sponsor: Mayor Bill Foulds, Jr*

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve items 3 to 11 on the Consent Agenda. The motion to approve carried unanimously 4 to 0.

BUSINESS AGENDA

12. **Discuss and consider adoption of Flood Damage Prevention Ordinance as required by TCEQ for continued compliance with National Flood Insurance Program (NFIP).** *Sponsor: Mayor Bill Foulds*

This item was presented by the City Engineer Chad Gilpin. The staff report is included in the agenda packet posted on the city website.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the Flood Damage Prevention Ordinance. The motion to approve passed unanimously 4 to 0.

13. **Discuss and consider approval of a Memorandum of Understanding between the Texas Emergency Management Assistance Teams (TEMAT) and the City of Dripping Springs and an Ordinance Establishing a Program Response and Recovery Phases of Comprehensive Emergency Management.** *Sponsor: Councilmember Geoffrey Tahuahua*

Emergency Management Coordinator Roman Baligad presented this item. The staff report is included in the agenda packet posted on the city website.

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve the Memorandum of Understanding and the Ordinance establishing a program response and recovery phases of Comprehensive Emergency Management. The motion to approve carried unanimously 4 to 0.

14. **Discuss and consider approval of a Resolution Establishing Priorities for the 88th Legislative Session in Texas, and Authorizing Representation of the Municipality in Advocating Certain Positions.** *Sponsor: Councilmember Tahuahua*

City Attorney Laura Mueller presented this item. The staff report is included in the agenda packet posted on the city website.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King, to approve the resolution. The motion to approve carried with 3 ayes, 0 nays, and 1 abstention, with Council Member Tahuahua abstaining.

- 15. Update on City Hall Remodel.** Shawn Cox, Deputy City Administrator. *Sponsor: Mayor Bill Foulds, Jr.*

Deputy City Administrator Shawn Cox gave an update on the City Hall remodel. No action was taken.

Council Member Tahuahua had a question concerning security which will be addressed in Closed Session.

- 16. Mercer Street Public Restroom Project: Construction Progress Update.** *Chad Gilpin, City Engineer*

City Engineer Chad Gilpin gave an update on the Downtown Restroom Project. No action was taken.

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

- 17. Legislative Report.** *Laura Mueller, City Attorney*

Report is on file.

- 18. Planning Department Report.** *Tory Carpenter, Planning Director*

Report is on file.

CLOSED SESSION

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

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to move items 15 and 19-21 to Closed Session, under sections 551.071 and 551.072. The motion carried unanimously 4 to 0.

Closed Session started at 7:43 p.m. and ended at 8:53 p.m.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to move items 19 and 21 out of Closed Session. The motion carried unanimously 4 to 0.

- 19. Consultation with City Attorney related to legal issues regarding land use and infrastructure requirements and rough proportionality. (551.071, Consultation with Attorney).**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve the Taking Assessment Procedures as presented by staff. The motion to approve carried unanimously 4 to 0.

- 20. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. (Consultation with Attorney, 551.071)**

- 21. Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects and Other Potential Strategic Real Property Acquisitions. (Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072)**

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve the terms presented and authorize the Mayor to finalize terms and send them to property owner. The motion carried unanimously 4 to 0.

ADJOURN

A motion was made by Council Member King and seconded by Council Member Parks, to adjourn the meeting. The motion to adjourn carried unanimously 4 to 0.

The meeting adjourned at 8:56 p.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

CO-SPONSORSHIP AGREEMENT

This *Dripping Springs Ranch Park Co-Sponsorship Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and the Texas Hill Country Barrel Racing Association (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch (Park) by Co-Sponsor.
3. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
 - (b) **City Administrator:** the chief administrative officer of the City, or the officer’s designee.
 - (c) **City Council:** The governing body of the City of Dripping Springs.
 - (d) **Dripping Springs Ranch Park:** The premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
 - (e) **Person:** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, or agency.
 - (f) **Texas Hill Country Barrel Racing Association:** A Central Texas Non-Profit Barrel Racing Association open to all.
4. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events: 2 – 6 week Buckle Series and weekly exhibitions at DSRP Event Center.
5. **SCOPE:** This Agreement applies to Co-Sponsor’s use of the Park for the reasons stated above, which shall be conducted beginning January 2025. If for any reason Co-Sponsor’s events must be moved to another date, or other events added, such changes or events added would be covered under the fee arrangement of this agreement and the availability of the rescheduled dates agreed upon by both parties in writing subject to the DSRP schedule.
6. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at the Park.
7. **OBLIGATIONS OF THE PARTIES:**
 - 7.1 The City agrees to allow Co-Sponsor to use the DSRP Event Center Arena for the purpose of a barrel racing series at a discounted rate of \$75 per day plus other fees related

to a series (i.e. fuel, custodial, staffing) and standard weekly exhibition nights at the discounted rate of \$75 per Tuesday Night. Event Rental Agreement is due at least sixty (60) days prior to first use.

- 7.2** THCBRA will provide quarterly payments to DSRP for their practices and Events.
- 7.3** The City will have audit privileges of all accounting done at events.
- 7.4** The City confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its city facilities and public areas.
- 7.5** THCBRA agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
- 7.6** **Supplies:** Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.7** **Utilities:** City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
- (a) Electricity
 - (b) Water
- 7.8** **Independent Contractor:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- 7.9** **Safety:**
- (a) Co-Sponsor agrees to abide by all state, federal, and local rules and regulations.
 - (b) Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
 - (c) Co-Sponsor shall coordinate the attendance of Emergency Services personnel and Fire Department personnel if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
 - (d) Co-Sponsor shall coordinate the attendance of trained security guards to monitor the Park if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.

- (e) The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all rodeo participants. All executed waivers must be returned to the City within seven (7) calendar days after the event.

7.10 Site Maintenance:

- (a) Co-Sponsor agrees not to leave waste or damage the Park.
- (b) City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- (c) Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- (d) Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the Park.

7.11 Marketing and Use of City Logo:

- (a) Event producers may design flyers and social media posts including a city logo, but designs must be approved by the City of Dripping Springs Communications Department and must follow the City of Dripping Springs Brand Guidelines. Event producers must give the City at least seven business days to approve before release date of flyer distribution or social media posts.
- (b) If flyers and social media are designed by the City of Dripping Springs Communications Department, event producer must supply needed graphics/logos/photos in high-resolution format and any content needed for the flyer at least three weeks before proposed release date. Once design is created, event producer will have one opportunity for proofing and corrections.

8. DURATION: This Agreement shall be enforceable when signed by both parties and shall be deemed terminated January 31, 2026, or as outlined below.

9. TERMINATION:

9.1 This Agreement may be terminated by mutual consent of the parties.

9.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of the Park.

9.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

9.4 Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.

9.5 The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at the Park due to inclement weather.

9.6 Force Majeure: In situations in which Co-Sponsor's participation at the Park is delayed, cancelled or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

10. 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). The Contractor shall submit a Form 1295 to the Texas Ethics Commission. 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).

11. INDEMNIFICATION: CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

12. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

13. NOTICES: Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

To the City:

City of Dripping Springs
Attention: City Administrator
Post Office Box 384
Dripping Springs, Texas 78620

Co-Sponsor:

Texas Hill Country Barrel Association
Attention: Molly Azopardi
PO Box 1380
Dripping Springs, TX 78620

- 14. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.
- 15. ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 16. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 17. SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 18. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the Park.
- 19. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 20. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

[signature page follows]

Document No. THC02202024

CITY OF DRIPPING SPRINGS:

**TEXAS HILL COUNTRY BARREL
RACING ASSOCIATION:**

Michelle Fischer
City Administrator

Name:
Title:

Date

Date



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

Council Meeting Date: January 21st, 2025

Agenda Item Wording: **Approval of the Co-Sponsorship Agreement with the Texas Hill Country Barrel Racing Association**

Agenda Item Requestor: Lily Sellers

Summary/Background: THCBRA currently hosts weekly barrel exhibitions on Tuesday nights. The barrel exhibitions are a great success weekly. It attracts all ages of racers and even citizens to watch on Tuesday nights. This renewal repeats the same contract from 2024.

Commission Recommendations: Dripping Springs Ranch Park Board voted unanimously to approve.

Recommended Council Actions: Staff recommends approving the Co-Sponsorship Agreement with Texas Hill Country Barrel Racing Association. We recommend it being an annual agreement so that we can renew annually

Attachments: 2025 - Texas Hill Country Barrel Racing Association Co-Sponsorship Agreement

Next Steps/Schedule: Upon City Council approval, execute agreement.

**JOINT ELECTION AGREEMENT
MAY 3, 2025 GENERAL ELECTION**

WHEREAS, Dripping Springs Independent School District ("**SCHOOL**") will hold a general election for School Board Positions and for Bond Proposition(s), if ordered by the School Board of Trustees, within the boundaries of the School District on May 3, 2025; and

WHEREAS, the City of Dripping Springs ("**CITY**") will hold a general election for City Council positions within the boundaries of the City on May 3, 2025; and

WHEREAS, Texas Election Code, Chapter 271, authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

NOW, THEREFORE, pursuant to Chapter 31, and Sections 271.002 and 271.003 of the Texas Election Code, and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the School and City by and through their respective governing bodies, agree as follows:

1. Dripping Springs Independent School District and the City will share polling places during an election on May 3, 2025.
2. Dripping Springs Independent School District and the City will appoint the same election officials to preside over the election precinct in which a common election is held.
3. Dripping Springs Independent School District and the City will use the Verity Duo Hybrid Voting System from Hart Intercivic, Inc. in each election precinct in which a common election is held.
4. The expense of the joint election will be divided equally between the entities having a common election. Expenses will be determined and divided based on each precinct. Each entity will bear all expenses for equipment and supplies utilized in this election.
5. It is agreed both entities will contract with Hays County Elections Administrator to provide all election services needed for these elections.
6. Early voting for Dripping Springs Independent School District and the City of Dripping Springs shall be conducted jointly per the election services contract with Hays County Elections Administrator in accordance with Title 7 of the Texas Election Code.

CITY OF DRIPPING SPRINGS:

DRIPPING SPRINGS ISO:

Bill Foulds, Mayor

Stefani Reinhold, Board President

Date

Date

ATTEST:

ATTEST:

Diana Boone, City Secretary

Olivia Barnard, Board Secretary



May 3, 2025 Uniform Election Vote Center Locations



Main Early Voting Site: **Hays County Elections Office**

Jennifer Doinoff, Elections Administrator: (512) 393-7310

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr.	April 20	21 San Jacinto Day	22 Early Voting 8 am – 5 pm	23 Early Voting 8 am – 5 pm	24 Early Voting 8 am – 5 pm	25 Early Voting 8 am – 5 pm	26 Early Voting 10 am – 4 pm
	27	28 Early Voting 7 am – 7 pm	29 Early Voting 7 am – 7 pm	30	May 1	2	★ 3 Election Day 7 am – 7 pm

Early Voting Election Day

San Marcos

✓	✓	Hays County Elections Office Main Early Voting Site	120 Stagecoach Trail
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Kyle

✓	✓	HCISD Academic Support Center	21003 Interstate 35 Frontage Road
	✓	Wallace Middle School	1500 West Center Street

Buda

	✓	Child Nutrition, HCISD Support Services	5750 Dacy Lane
	✓	Hays Hills Baptist Church	1401 North FM 1626
✓		Upper Campus, Buda Elementary School (Kunkel Room, historic school site)	300 North San Marcos Street

Wimberley

✓	✓	Wimberley Community Center – Blanco Room	14068 Ranch Road 12
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Dripping Springs

✓	✓	Dripping Springs ISD Administrative Building	300 Sportsplex Drive
	✓	Precinct 4 Office, Hays County	195 Roger Hanks Parkway



Ubicaciones de los centros de votación para la elección uniforme del 3 de mayo de 2025



Sitio principal de votación anticipada: **Hays County Elections Office**

Jennifer Doinoff, Administradora de elecciones: (512) 393-7310

mayo	domingo	lunes	martes	miércoles	jueves	viernes	sábado
	abril 20	21	22	23	24	25	26
abril		Día de San Jacinto	Anticipada 8 am – 5 pm	Votación 8 am – 5 pm	Anticipada 8 am – 5 pm	Votación 8 am – 5 pm	Anticipada 10 am – 4 pm
	27	28	29	30	Mayo 1	2	★ 3 Día de elección 7 am – 7 pm

San Marcos

Votación anticipada	Día de elección	Ubicación	Dirección
✓	✓	Hays County Elections Office Sitio principal de votación anticipada	120 Stagecoach Trail

Kyle

✓	✓	HCISD Administration, Old Print Shop	21003 Interstate 35 Frontage Road
	✓	Wallace Middle School	1500 West Center Street

Buda

	✓	Child Nutrition, HCISD Support Services	5750 Dacy Lane
	✓	Hays Hills Baptist Church	1401 North FM 1626
✓		Upper Campus, Buda Elementary School (Kunkel Room, historic school site)	300 North San Marcos Street

Wimberley

✓	✓	Wimberley Community Center – Blanco Room	14068 Ranch Road 12
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Dripping Springs

✓	✓	Dripping Springs ISD Administrative Building	300 Sportsplex Drive
	✓	Precinct 4 Office, Hays County	195 Roger Hanks Parkway

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LPS

This Joint Election Agreement ("Agreement") is entered into on January 16, 2024, between the City of Dripping Springs, (the "LPS") P.O. Box 384, Dripping Springs, Texas 78620 and Hays County (the "County"), 120 Stagecoach Trail, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The LPS enters into this Agreement for the conduct of the elections to be held from January 16, 2025 to January 15, 2026.

Section 2. *Appointment of Election Officer.* The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from January 2024 through December 2024.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 120 Stagecoach Trail, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 120 Stagecoach Trail, San Marcos, Texas and the USB's will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB's containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB's that are not placed in active voting equipment will remain locked in the Officers' office. USB's will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. Amendments. This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. Effective Date. This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on _____, 2025 and end on July 15, 2026.

Section 12. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
120 Stagecoach Trail
San Marcos, Texas 78666

City of Dripping Springs
City Secretary
P.O. Box 384
Dripping Springs, Texas 78620

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ___ day of February 2025

Hays County Elections Administrator

City of Dripping Springs

Jennifer Doinoff
Elections Administrator

Bill Foulds, Jr.
Mayor

ESTIMATE
May 3, 2025 Uniform Election

Registered Voters in WISD –	13,390	$13,390/190,822=$	7.02 % of total cost
Registered Voters in Hays CISD -	85,806	$85,806/190,822=$	45.0 % of total cost
Registered Voters in DS ISD -	34,214	$34,214/190,822=$	17.90 % of total cost
Registered Voters in SM CISD -	48,650	$48,650/190,822=$	25.49 % of total cost
Registered Voters in City of Wimb –	2,467	$2,467/190,822=$	1.29 % of total cost
Registered Voters in City of DS -	6,295	$6,295/190,822=$	3.30 % of total cost
Aggregate Registered Voters -	190,822		
Estimated Cost of the Election	\$125,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Estimate for May 3, 2025 election:

Wimberley ISD -	\$ 8,775.
Hays CISD -	\$56,262.
DS ISD -	\$22,375.
SM CISD -	\$31,850.
City of Wimberley -	\$1,612.50
City of Dripping Springs -	\$4,125.50

This is a cost estimate. Final cost may vary depending on the amount of jurisdictions sharing the cost and actual payroll cost for workers.

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services ("Contract")** is made and entered into by and between the **Elections Administrator of Hays County, Texas ("Contracting Officer")** and the City of Dripping Springs ("**LPS**") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
 - B. The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
 - C. The LPS agrees to commit the funds necessary to pay for Election-related expenses for the LPS's Election in accordance with Chapter 173 of the Texas Election Code.
 - D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPS's holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Teas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing

the following material and equipment in connection with the Election:

- A. Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.
- B. Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.
- C. Notification to Presiding and Alternate Judges; Appointment of Clerks.**
1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
 2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.
- D. Election Training.** The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.
- E. Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall

conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.
- G. Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The LPS Secretary will ensure that Public Notice is also provided via published notice, on the LPS's website and on all LPS social media outlets.
- I. Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.

K. Applications for Mail Ballots. The LPS and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

L. Early Voting. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 120 Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699 or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 120 Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in

conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

N. Election Night Reports. The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

O. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. Canvass Material Preparation. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.

Q. Custodian of Election Records. The Election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

S. Schedule for Performance of Services. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

T. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

U. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

II. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The LPS shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the LPS of all actions necessary to call the Election. The LPS shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The LPS shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

C. Department of Justice Preclearance for Special Elections. If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

D. Ballot Information. The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as

possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

- E. Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. **SPECIAL PROVISIONS RELATED TO ELECTION WORKERS**

- A. Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. Compensation for Election Workers.** The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. **PAYMENT**

- A. Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the LPS are set forth in the Cost Estimate.
- B. Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the Election or a minimum of \$75.00.
- C. Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the

charge for the use of the equipment may be reset by the Hays County Commissioners Court.

D. Payment. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

V. TERM AND TERMINATION

A. Initial Term. The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. Renewal. Subject to the termination rights set forth herein, this Contract shall be renewed annually.

C. Termination. If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
2. The officers who conduct the official canvass of the Election returns;
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. Cancellation of Election. If the LPS cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an

invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall pay the fee.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The LPS and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the Election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. Amendment/Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

F. Severability. If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. Force Majeure. Either of the parties to this Agreement shall be excused from any

delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. Representatives. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Doinoff
 Elections Administrator - Hays County
 120 Stagecoach Trail
 San Marcos, Texas 78666
 Tel: (512) 393-7310
 Fax: (512) 878-6699
 Email: janderson@co.hays.tx.us

For the LPS:

City of Dripping Springs
 City Secretary
 P.O. Box 384
 Dripping Springs, Texas 78620
 512-858-4725
 Email: dboone@cityofdrippingsprings.com

Witness by my hand this ____ day of February, 2025

Contracting Officer:

Jennifer Doinoff, Elections Administrator
Hays County, Texas

Witness by my hand this the ____ day of February 2025.

Local Political Subdivision:

City of Dripping Springs

Bill Foulds, Jr.
Mayor

ATTEST:

Diana Boone, City Secretary



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

Submitted By: Johnna Krantz, Community Events Coordinator

Council Meeting Date: January 21, 2025

Agenda Item Wording: **Discuss and consider approval of an Agreement for the Temporary Closure of State Right of Way Multi-Year Agreement between the City of Dripping Springs and the Texas Department of Transportation for the Founders Day Festival and Parade. Sponsor: Councilmember Sherrie Parks**

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: Each year, the City of Dripping Springs closes one westbound lane of HWY 290 for two hours on the evening of the first day of the Founders Day Festival for the Founders Day Parade scheduled for Friday, April 25, 2025. This multi-year Agreement will allow City Staff and the Founders Day Commission to proceed with plans for the Founders Day Parade in 2025. The Agreement will extend through 2029, with any updates being provided to TXDoT annually.

The 2025 TCP and Parade Route are based on the safety and security plans used in prior years. An additional map has been created to improve public safety along Sportsplex Drive during parade set up on Friday, April 25, 2025.

Staff Recommendation: Staff recommends approval of the TEA20A Road Closure Multi-Year Agreement with TXDoT for lane closure during the Founders Day Parade.

Recommended Council Actions: Staff recommends approval of the Founders Day Parade Resolution and the 2025 Founders Day Festival Road Closure and TCP maps.

Attachments:

- TEA30A_Closure_MultiYr_Incorporated (DRAFT).pdf

Next Steps/Schedule:

1. Execute the Agreement.



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: February 4, 2025

Agenda Item Wording: **Approval of a Rate Adjustment for an Agreement with Chapman Law Firm, P.C.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Jeff Chapman

Summary/Background: The City has used Jeff Chapman for special projects related to construction contracts for many years. This rate increase reflects new rates for the attorneys at the Chapman Law Firm and encompasses all costs related to his services. Jeff Chapman is the leading expert in municipal construction law in the state.

Commission Recommendations: N/A

Recommended Council Actions: Acceptance of rate increase.

Attachments: Agreement, Rate Increase

Next Steps/Schedule:



The Chapman Firm
3410 Far West Boulevard
Suite 210
Austin, Texas 78731
PHONE: 512.872.3840
FAX: 512.879.9033
chapmanfirmtx.com

January 22, 2025

Via e-mail: mfischer@cityofdrippingsprings.com

City of Dripping Springs
c/o Michelle Fischer
P.O. Box 384
Dripping Springs, TX 78620

Re: 2025 Hourly Rate Adjustment Notice

Dear Ms. Fischer:

I am writing to provide you an update about The Chapman Firm PLLC and to address our relationship moving into 2025. As in prior years, this year has provided opportunities to serve many existing and new clients. We extend thanks to you and all our clients for the trust and reliance you place in us to represent you as legal counsel.

In 2024, the Firm experienced unique challenges and a monumental loss to our team. We are very proud to have managed that tragedy and have brought new talent and strength to our firm's already experienced group of legal professionals. Having overcome that challenge, and in review and expectation of need based on market trends, the regional economy and the business environment in which we operate, the Firm expects continued growth in 2025. We look forward to continuing our constant effort to best serve our clients and the construction industry.

As has been the case since the Firm first opened its doors on March 1, 2014, we are committed to providing all of our clients the highest level of service and representation in an efficient and economically reasonable manner. As a small business, the Firm recognizes the economic considerations that drive decisions and activities. We remain cognizant of those considerations both in the way we provide representation to our clients and in the way we operate the Firm, namely how we treat and take care of our work family. Those considerations constitute some of the Firm's core values and are expressed as our Balanced Approach.

As has been the case in recent years, the current economic environment has created challenges. Nationally, wage growth averaged 3.9% in 2024 while core inflation and cost of living increased in the 3% range year-over-year. In addition to ensuring our employees don't lose ground to the market, the Firm continues to experience cost increases for the essential support service upon which we rely to provide service to our clients. Technology, insurance, and real estate costs increase each year. Like other businesses that must evaluate and address these challenges, the Firm reviews and revises its rate structure to ensure that we can continue to take care of our internal obligations.

January 22, 2025

Item # 8.

In order to facilitate our high level of service to all, permit growth, and maintain our obligations and commitment to our clients, the Firm has experienced an increase in costs that will be offset by a small rate adjustment in line with the experienced economic factors.

Controlling those costs remains challenging and we strive to find a balance between lean efficiency and robust resources to ensure our service to you remains at a high level. Unlike many other firms, we do not include itemized costs on our invoices to our clients. We feel our rate structure should encompass all overhead and general operating costs. Rather than using additional fees or mark-ups on expenses as a hidden profit center, we absorb virtually all cost into our rates. As a result, the Firm feels that a rate increase for 2025 is necessary.

In accordance with your engagement letter for hourly services with the Firm, this letter serves as a formal notice of adjustment of the Firm's hourly rates for 2025. Attached to this letter you will find a revised rate sheet. Please do not hesitate to contact me if you have any questions or concerns about these new rates.

Also, please keep in mind that the Firm is always willing to discuss alternative fee arrangements such as flat fees, monthly retainers, and contingency or modified contingency agreements. We remain willing and able to structure fees based on your specific needs and any particular matters you bring to us.

Again, thank you for your continued business. Everyone at the Firm genuinely appreciates it. We wish you a successful year.

Sincerely,



Jeffrey S. Chapman

JSC:fd
Enclosures

THE CHAPMAN FIRM, PLLC**2025 FEE SCHEDULE
Reduced Billing Rates****PARTNERS**

Jeffrey S. Chapman	\$465.00
Erik G. Moskowitz	\$435.00
Jerry Negrete	\$400.00
Tiffany N. Leal	\$395.00

SENIOR COUNSEL

Sarah E. Scott	\$375.00
Kerrie Taylor	\$365.00
Kavita Gupta	\$355.00

OTHER

Senior Paralegal	\$190.00
Paralegal	\$150.00



DRIPPING SPRINGS
Texas

To: Mayor Bill Foulds, Jr. and City Council, City of Dripping Springs

From: Shawn Cox, Deputy City Administrator 

Date: January 21, 2025

RE: December 2024 City Treasurer's Report

General Fund:

The General Fund received **\$805,544.22** in revenues for December.

General Fund revenues are in line with the adopted budget. Line items of note include:

- 100-000-40001: Sales Tax Revenue – \$409,113.68 was received in December, of which \$312,943.06 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is an 11.45% increase over December 2023 collections.
- 100-201-43031: Building Code Fees – The City received \$126,202.64 in Building Code Fees in November.

General Fund expenditures are in line with the adopted budget. Line items of note include:

- 100-500-68000: Emergency Management Equipment – In December \$28,249.86 was spent on traffic safety equipment for our events. \$30,000.00 was budget in FY 2025 for these purchases.

Utility Fund:

The Utility Fund received **\$507,906.12** in revenues for December.

Utility Fund revenues are in line with the adopted budget. Line items of note include:

- 400-320-47009: Sales Tax – For December, the Utility Fund earned \$81,822.74 in Sales Tax Revenues. The transfer from the General Fund was not made before the end of the month, but will be shown in the January Treasurer's Report.
- 400-300-43018: Wastewater Service Fee – The Utility fund collected \$146,348.02 in Wastewater Fees in December.
- 400-.01-46041: Water Usage – \$41,618.13 was collected in Water Fees in November.

Utility Fund expenditures are in line with the adopted budget.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$62,997.10** in December.

DSRP revenues are in line with the amended budget. Line items of note include:

- 200-401-43012: Facility Rental Fees – Through December, the DSRP collected \$8,825.00 in Facility Rental Fees.
- 200-401-44005: Coyote Camp – The DSRP Collected \$11,550.00 in camp registration fees in December.



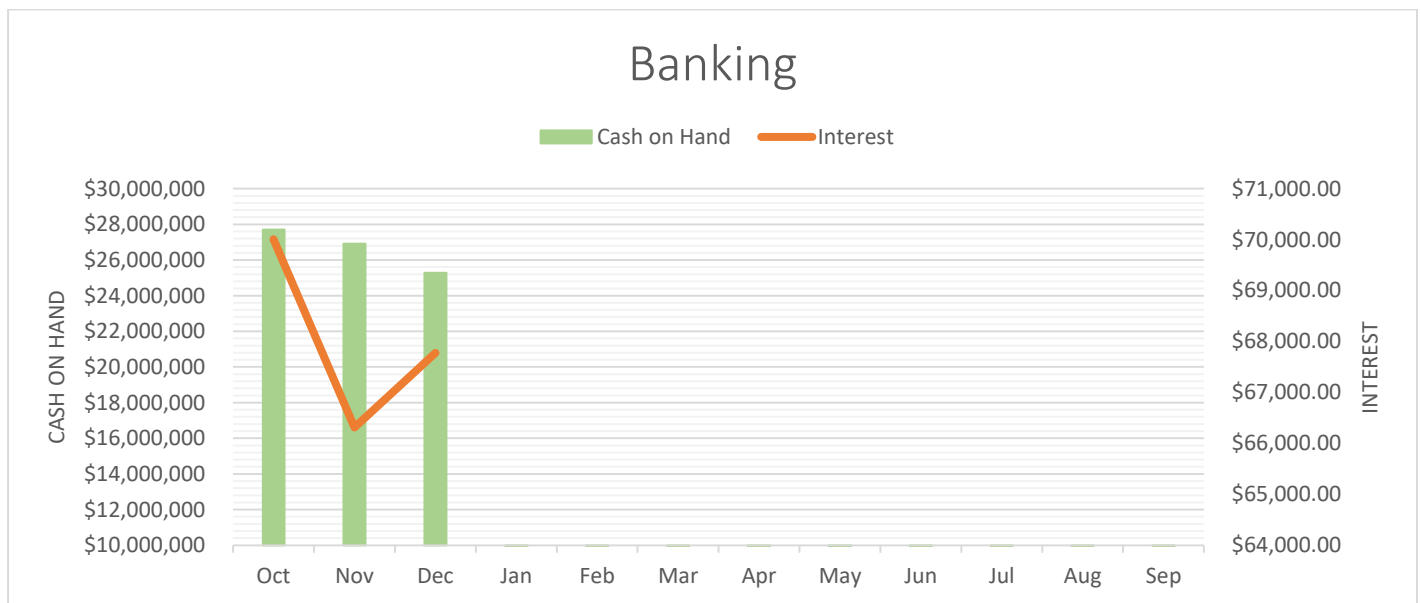
DRIPPING SPRINGS Texas

DSRP expenditures are in line with the amended budget. Line items of note include:

- 200-401-65005: Water – Through December, the DSRP has spent \$9,306.91 on facility water. This is \$2,306.91 more than budgeted. In previous years these high water costs have been attributed to leaks and /or theft. DSRP staff is checking the facility for leaks and reviewing security for any unauthorized use. This line item may need to be increased in a future budget amendment, if no issues are uncovered.

Banking:

On November 30th, the City’s cash balance was **\$25,29 Million**. This is a 6.0% decrease from the previous month’s cash balances. A primary driver in this reduction is due to payment of invoices related to the construction of the East Interceptor Line (\$594,832.16). While the City paid the invoice, Village Grove and Gateway Village will provide reimbursement (received in January). A total of **\$67,777.43** was collected in interest revenues in December.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,707,356.54	3,707,356.54	63,815.62	86,337.83	-3,621,018.71	97.67 %
100-000-40001	Sales Tax Revenue	4,500,000.00	4,500,000.00	409,113.68	1,188,625.45	-3,311,374.55	73.59 %
100-000-40002	Mixed Beverage	100,000.00	100,000.00	9,063.55	26,976.63	-73,023.37	73.02 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	-1,060.56	1,228.79	-2,771.21	69.28 %
100-000-41000	Solid Waste Franchise Fee	55,000.00	55,000.00	20,258.61	20,258.61	-34,741.39	63.17 %
100-000-42000	Alcohol Permit Fees	6,500.00	6,500.00	0.00	0.00	-6,500.00	100.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	136,970.22	492,168.83	452,168.83	1,230.42 %
100-000-46002	Interest	150,000.00	150,000.00	18,609.06	58,259.33	-91,740.67	61.16 %
100-000-46014	Transportation Improvements Reim	1,010,000.00	1,010,000.00	0.00	0.00	-1,010,000.00	100.00 %
100-000-47005	Transfer from HOT Fund	55,000.00	255,000.00	0.00	0.00	-255,000.00	100.00 %
100-000-47013	Transfer From TIRZ	0.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
100-000-47016	Transfer from Sidewalk Fund	29,000.00	29,000.00	0.00	0.00	-29,000.00	100.00 %
	Department: 000 - Undesignated Total:	9,656,856.54	9,956,856.54	656,770.18	1,873,855.47	-8,083,001.07	81.18%
Department: 105 - Communications							
100-105-46006	Merchandise	0.00	0.00	0.00	-239.83	-239.83	0.00 %
	Department: 105 - Communications Total:	0.00	0.00	0.00	-239.83	-239.83	0.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	0.00	5,445.00	-69,555.00	92.74 %
100-200-43000	Site Development Fees	400,000.00	400,000.00	4,784.00	19,309.03	-380,690.97	95.17 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	500.00	3,920.00	-61,080.00	93.97 %
100-200-43030	Subdivision Fees	295,100.00	295,100.00	8,425.00	57,307.60	-237,792.40	80.58 %
	Department: 200 - Planning & Development Total:	835,100.00	835,100.00	13,709.00	85,981.63	-749,118.37	89.70%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	2,715.00	9,720.00	9,720.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	2,460.00	8,674.00	-41,326.00	82.65 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	126,202.64	426,758.69	-1,073,241.31	71.55 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	131,377.64	445,152.69	-1,104,847.31	71.28%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,500.00	5,500.00	0.00	0.00	-5,500.00	100.00 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	35.00	230.00	-1,570.00	87.22 %
100-400-44002	Program & Event Fees	9,500.00	9,500.00	0.00	20.00	-9,480.00	99.79 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	0.00	585.00	-5,415.00	90.25 %
100-400-47002	Transfer from Parkland Dedication	8,500.00	8,500.00	0.00	0.00	-8,500.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	16,500.00	16,500.00	0.00	0.00	-16,500.00	100.00 %
	Department: 400 - Parks & Recreation Total:	107,800.00	107,800.00	35.00	835.00	-106,965.00	99.23%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	41,750.00	41,750.00	2.40	2.40	-41,747.60	99.99 %
100-402-44004	Park Rental Income	21,235.00	21,235.00	0.00	0.00	-21,235.00	100.00 %
	Department: 402 - Aquatics Total:	62,985.00	62,985.00	2.40	2.40	-62,982.60	100.00%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	7,540.00	7,540.00	150.00	150.00	-7,390.00	98.01 %
100-404-45001	FD Food Booths	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	5,115.00	5,115.00	0.00	0.00	-5,115.00	100.00 %
100-404-45003	FD Carnival	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	4,675.00	4,675.00	0.00	0.00	-4,675.00	100.00 %
100-404-45005	FD Sponsorships	100,000.00	100,000.00	3,500.00	3,500.00	-96,500.00	96.50 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45006 FD Parking Fees	500.00	500.00	0.00	0.00	-500.00	100.00 %
100-404-45007 FD Electric Fees	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
Department: 404 - Founders Day Total:	137,330.00	137,330.00	3,650.00	3,650.00	-133,680.00	97.34%
Revenue Total:	12,350,071.54	12,650,071.54	805,544.22	2,409,237.36	-10,240,834.18	80.95%
Expense						
Department: 000 - Undesignated						
100-000-60000 Salaries	3,936,374.84	3,936,374.84	0.00	0.00	3,936,374.84	100.00 %
100-000-61000 Health Insurance	315,432.63	315,432.63	5,513.89	15,706.08	299,726.55	95.02 %
100-000-61001 Dental Insurance	0.00	0.00	1.13	1.13	-1.13	0.00 %
100-000-61002 Medicare	0.00	0.00	2.15	2.15	-2.15	0.00 %
100-000-61003 Social Security	0.00	0.00	9.21	9.21	-9.21	0.00 %
100-000-61005 Federal Withholding	309,012.18	309,012.18	0.00	0.00	309,012.18	100.00 %
100-000-61006 TMRS	214,341.87	214,341.87	8.85	8.85	214,333.02	100.00 %
100-000-62009 Human Resources Consultant	38,200.00	38,200.00	5,076.66	13,335.99	24,864.01	65.09 %
100-000-63004 Dues, Fees & Subscriptions	74,462.85	74,462.85	6,748.54	17,472.78	56,990.07	76.53 %
100-000-63005 Training/Continuing Education	100,000.00	100,000.00	4,971.07	6,265.75	93,734.25	93.73 %
100-000-64000 Office Supplies	37,000.00	37,000.00	3,823.12	4,761.86	32,238.14	87.13 %
100-000-64004 Office Furniture and Equipment	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-000-66002 Postage & Shipping	4,500.00	4,500.00	423.81	423.81	4,076.19	90.58 %
100-000-68004 Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002 Economic Development	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00 %
100-000-70001 Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002 Contingencies/Emergency Fund	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
100-000-70003 Other Expenses	10,000.00	10,000.00	-81,868.16	71,464.79	-61,464.79	-614.65 %
100-000-90000 Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002 Transfer to TIRZ	575,566.14	575,566.14	0.00	0.00	575,566.14	100.00 %
100-000-90013 Transfer to Vehicle Replacement Fu	115,083.55	115,083.55	0.00	0.00	115,083.55	100.00 %
100-000-90015 Transfer to Farmers Marke	16,542.01	16,542.01	0.00	0.00	16,542.01	100.00 %
Department: 000 - Undesignated Total:	6,328,916.07	6,328,916.07	-50,289.73	134,452.40	6,194,463.67	97.88%
Department: 100 - City Council/Boards & Commissions						
100-100-69000 Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008 Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 100 - City Council/Boards & Commissions Total:	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%
Department: 101 - City Administrators Office						
100-101-60000 Regular Employees	0.00	0.00	55,363.82	158,652.15	-158,652.15	0.00 %
100-101-60002 Overtime	0.00	0.00	0.00	15.85	-15.85	0.00 %
100-101-61000 Health Insurance	0.00	0.00	1,833.40	5,742.36	-5,742.36	0.00 %
100-101-61001 Dental Insurance	0.00	0.00	134.80	471.80	-471.80	0.00 %
100-101-61002 Medicare	0.00	0.00	771.23	2,190.29	-2,190.29	0.00 %
100-101-61003 Social Security	0.00	0.00	1,121.40	6,118.91	-6,118.91	0.00 %
100-101-61004 Unemployment	0.00	0.00	129.23	144.00	-144.00	0.00 %
100-101-61006 TMRS	0.00	0.00	3,266.46	9,361.38	-9,361.38	0.00 %
Department: 101 - City Administrators Office Total:	0.00	0.00	62,620.34	182,696.74	-182,696.74	0.00%
Department: 102 - City Secretary						
100-102-60000 Regular Employees	0.00	0.00	10,775.52	36,201.91	-36,201.91	0.00 %
100-102-60001 Part-time Employees	0.00	0.00	1,620.00	5,062.00	-5,062.00	0.00 %
100-102-60002 Overtime	0.00	0.00	9.88	177.25	-177.25	0.00 %
100-102-61000 Health Insurance	0.00	0.00	1,023.92	3,582.71	-3,582.71	0.00 %
100-102-61001 Dental Insurance	0.00	0.00	67.40	235.90	-235.90	0.00 %
100-102-61002 Medicare	0.00	0.00	177.39	592.21	-592.21	0.00 %
100-102-61003 Social Security	0.00	0.00	758.51	2,532.14	-2,532.14	0.00 %
100-102-61004 Unemployment	0.00	0.00	25.92	80.99	-80.99	0.00 %
100-102-61006 TMRS	0.00	0.00	636.34	2,146.38	-2,146.38	0.00 %
100-102-62000 Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018 Code Publication	6,461.47	6,461.47	0.00	0.00	6,461.47	100.00 %
100-102-64032 Meeting Supplies	3,120.00	3,120.00	979.12	1,479.12	1,640.88	52.59 %
100-102-66003 Public Notices	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-69003 Records Management	720.00	720.00	320.00	320.00	400.00	55.56 %
Department: 102 - City Secretary Total:	20,901.47	20,901.47	16,394.00	52,410.61	-31,509.14	-150.75%
Department: 103 - Courts						
100-103-62003 Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
Department: 103 - Courts Total:	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00%
Department: 104 - City Attorney						
100-104-60000 Regular Employees	0.00	0.00	22,604.57	76,631.69	-76,631.69	0.00 %
100-104-61000 Health Insurance	0.00	0.00	1,039.34	3,636.02	-3,636.02	0.00 %
100-104-61001 Dental Insurance	0.00	0.00	67.40	235.90	-235.90	0.00 %
100-104-61002 Medicare	0.00	0.00	323.32	1,095.59	-1,095.59	0.00 %
100-104-61003 Social Security	0.00	0.00	1,254.09	4,556.08	-4,556.08	0.00 %
100-104-61006 TMRS	0.00	0.00	1,333.68	4,521.30	-4,521.30	0.00 %
100-104-62003 Special Counsel and Consultants	16,000.00	16,000.00	0.00	750.00	15,250.00	95.31 %
100-104-69004 Government Affairs	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department: 104 - City Attorney Total:	66,000.00	66,000.00	26,622.40	91,426.58	-25,426.58	-38.53%
Department: 105 - Communications						
100-105-60000 Regular Employees	0.00	0.00	15,318.06	53,597.56	-53,597.56	0.00 %
100-105-61000 Health Insurance	0.00	0.00	1,051.64	3,679.58	-3,679.58	0.00 %
100-105-61001 Dental Insurance	0.00	0.00	67.40	235.90	-235.90	0.00 %
100-105-61002 Medicare	0.00	0.00	221.08	773.55	-773.55	0.00 %
100-105-61003 Social Security	0.00	0.00	945.26	3,307.43	-3,307.43	0.00 %
100-105-61006 TMRS	0.00	0.00	903.76	3,162.23	-3,162.23	0.00 %
100-105-63039 Employee Engagement	20,000.00	20,000.00	2,317.38	2,609.48	17,390.52	86.95 %
100-105-66000 Website	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-105-66005 Public Relations	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 105 - Communications Total:	42,000.00	42,000.00	20,824.58	67,365.73	-25,365.73	-60.39%
Department: 106 - IT						
100-106-60000 Regular Employees	0.00	0.00	7,030.77	23,427.85	-23,427.85	0.00 %
100-106-61000 Health Insurance	0.00	0.00	530.74	1,856.39	-1,856.39	0.00 %
100-106-61001 Dental Insurance	0.00	0.00	33.70	117.95	-117.95	0.00 %
100-106-61002 Medicare	0.00	0.00	101.77	339.09	-339.09	0.00 %
100-106-61003 Social Security	0.00	0.00	435.14	1,449.84	-1,449.84	0.00 %
100-106-61006 TMRS	0.00	0.00	414.82	1,382.26	-1,382.26	0.00 %
100-106-64001 Office IT Equipment & Support	117,329.00	117,329.00	29,149.07	29,259.07	88,069.93	75.06 %
100-106-64002 Software	301,251.76	301,251.76	5,527.83	37,596.64	263,655.12	87.52 %
100-106-65000 Network/Phone	85,221.64	85,221.64	10,002.38	19,434.54	65,787.10	77.20 %
Department: 106 - IT Total:	503,802.40	503,802.40	53,226.22	114,863.63	388,938.77	77.20%
Department: 107 - Finance						
100-107-60000 Regular Employees	0.00	0.00	26,617.10	78,619.28	-78,619.28	0.00 %
100-107-60002 Overtime	0.00	0.00	0.00	57.71	-57.71	0.00 %
100-107-61000 Health Insurance	0.00	0.00	2,069.36	6,201.46	-6,201.46	0.00 %
100-107-61001 Dental Insurance	0.00	0.00	134.80	404.40	-404.40	0.00 %
100-107-61002 Medicare	0.00	0.00	358.46	1,046.50	-1,046.50	0.00 %
100-107-61003 Social Security	0.00	0.00	1,532.69	4,474.59	-4,474.59	0.00 %
100-107-61006 TMRS	0.00	0.00	1,570.40	4,641.91	-4,641.91	0.00 %
100-107-62001 Financial Services	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
100-107-67000 TML Liability Insurance	33,908.00	33,908.00	0.00	6,692.75	27,215.25	80.26 %
100-107-67001 TML Property Insurance	67,191.00	67,191.00	0.00	29,510.50	37,680.50	56.08 %
100-107-67002 TML Workmen's Comp Insurance	42,497.00	42,497.00	0.00	10,624.25	31,872.75	75.00 %
100-107-70001 Mileage	0.00	0.00	0.00	46.05	-46.05	0.00 %
100-107-80004 Series 2024	486,041.67	486,041.67	75,541.66	75,541.66	410,500.01	84.46 %
100-107-80005 Series 2025	865,000.00	865,000.00	0.00	0.00	865,000.00	100.00 %
100-107-90003 Transfer to Wastewater Utility Fund	900,000.00	900,000.00	81,868.16	235,431.75	664,568.25	73.84 %
100-107-90004 SPA & ECO D Transfers	259,200.00	259,200.00	0.00	34,353.85	224,846.15	86.75 %
Department: 107 - Finance Total:	2,691,337.67	2,691,337.67	189,692.63	487,646.66	2,203,691.01	81.88%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	13,320.69	44,882.10	-44,882.10	0.00 %
100-200-60002	Overtime	0.00	0.00	0.00	152.05	-152.05	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,049.12	3,671.08	-3,671.08	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	67.40	235.90	-235.90	0.00 %
100-200-61002	Medicare	0.00	0.00	186.34	629.16	-629.16	0.00 %
100-200-61003	Social Security	0.00	0.00	796.78	2,690.25	-2,690.25	0.00 %
100-200-61006	TMRS	0.00	0.00	785.92	2,657.01	-2,657.01	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	1,729.00	1,729.00	68,271.00	97.53 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	29,500.00	29,500.00	600.00	600.00	28,900.00	97.97 %
100-200-62010	Miscellaneous Consultant	30,000.00	30,000.00	223.65	223.65	29,776.35	99.25 %
Department: 200 - Planning & Development Total:		134,500.00	134,500.00	18,758.90	57,470.20	77,029.80	57.27%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	43,931.64	141,801.18	-141,801.18	0.00 %
100-201-60002	Overtime	0.00	0.00	463.98	3,684.11	-3,684.11	0.00 %
100-201-61000	Health Insurance	0.00	0.00	4,339.38	14,825.35	-14,825.35	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	285.32	976.17	-976.17	0.00 %
100-201-61002	Medicare	0.00	0.00	616.17	2,018.44	-2,018.44	0.00 %
100-201-61003	Social Security	0.00	0.00	2,634.63	8,630.60	-8,630.60	0.00 %
100-201-61004	Unemployment	0.00	0.00	110.24	175.31	-175.31	0.00 %
100-201-61006	TMRS	0.00	0.00	2,619.33	8,583.61	-8,583.61	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	91,720.00	91,720.00	658,280.00	87.77 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	349.95	349.95	-349.95	0.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	147,070.64	272,764.72	519,235.28	65.56%
Department: 300 - Wastewater							
100-300-71001	Transportation Improvement Proje	790,000.00	790,000.00	17,498.00	8,787.71	781,212.29	98.89 %
Department: 300 - Wastewater Total:		790,000.00	790,000.00	17,498.00	8,787.71	781,212.29	98.89%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	45,901.85	148,865.51	-148,865.51	0.00 %
100-304-60002	Overtime	0.00	0.00	803.94	2,893.29	-2,893.29	0.00 %
100-304-60003	On Call Pay	0.00	0.00	1,000.00	3,200.00	-3,200.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	5,064.10	17,233.53	-17,233.53	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	337.00	1,145.80	-1,145.80	0.00 %
100-304-61002	Medicare	0.00	0.00	680.61	2,208.15	-2,208.15	0.00 %
100-304-61003	Social Security	0.00	0.00	2,910.17	9,441.66	-9,441.66	0.00 %
100-304-61004	Unemployment	0.00	0.00	58.32	136.91	-136.91	0.00 %
100-304-61006	TMRS	0.00	0.00	2,814.63	9,142.55	-9,142.55	0.00 %
100-304-63000	Office Maintenance/Repairs	36,880.00	36,880.00	1,900.02	3,700.02	33,179.98	89.97 %
100-304-63001	Equipment Maintenance	17,750.00	17,750.00	517.72	517.72	17,232.28	97.08 %
100-304-63002	Fleet Maintenance	103,675.00	103,675.00	6,782.77	7,112.47	96,562.53	93.14 %
100-304-63008	Stephenson Building & Lawn Maint	2,500.00	2,500.00	6.97	6.97	2,493.03	99.72 %
100-304-63009	Street/ROW Maintenance	215,075.00	215,075.00	2,013.80	3,409.80	211,665.20	98.41 %
100-304-64003	Uniforms	17,500.00	17,500.00	620.97	620.97	16,879.03	96.45 %
100-304-64006	Fleet Acquisition	50,000.00	50,000.00	0.00	44,667.00	5,333.00	10.67 %
100-304-64009	Maintenance Equipment	115,500.00	115,500.00	121.00	121.00	115,379.00	99.90 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	267.87	345.02	6,154.98	94.69 %
100-304-65001	Street Electricy	20,000.00	20,000.00	1,587.19	2,742.05	17,257.95	86.29 %
100-304-65002	City Streets Water	4,000.00	4,000.00	1,159.89	1,446.04	2,553.96	63.85 %
100-304-65003	Office Electricy	8,000.00	8,000.00	862.12	1,764.69	6,235.31	77.94 %
100-304-65004	Office Water	750.00	750.00	957.75	1,179.89	-429.89	-57.32 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	76.60	153.31	1,346.69	89.78 %
100-304-65006	Stephenson Water	800.00	800.00	213.18	277.24	522.76	65.35 %
100-304-65009	Triangle Electric	0.00	0.00	38.25	76.50	-76.50	0.00 %
100-304-65015	Downtown Restroom Electric	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-65021	Downtown Restroom Water	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69010	Downtown Bathroom	0.00	360,000.00	0.00	0.00	360,000.00	100.00 %
100-304-71002	Street Improvements	0.00	439,269.14	0.00	473,627.76	-34,358.62	-7.82 %
100-304-71003	City Hall Improvements	1,100,000.00	1,100,000.00	67,960.74	236,656.44	863,343.56	78.49 %
Department: 304 - Maintenance Total:		1,706,430.00	2,505,699.14	144,657.46	972,692.29	1,533,006.85	61.18%
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	43,590.40	124,489.40	-124,489.40	0.00 %
100-400-60001	Part-time Employees	16,840.00	16,840.00	0.00	0.00	16,840.00	100.00 %
100-400-60002	Overtime	0.00	0.00	582.27	1,065.30	-1,065.30	0.00 %
100-400-60003	On Call Pay	0.00	0.00	600.00	1,400.00	-1,400.00	0.00 %
100-400-60005	Camp Staff	0.00	0.00	9,878.94	13,578.35	-13,578.35	0.00 %
100-400-61000	Health Insurance	0.00	0.00	1,626.15	5,111.08	-5,111.08	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	136.03	440.37	-440.37	0.00 %
100-400-61002	Medicare	0.00	0.00	783.38	2,014.05	-2,014.05	0.00 %
100-400-61003	Social Security	0.00	0.00	3,349.69	8,611.96	-8,611.96	0.00 %
100-400-61004	Unemployment	0.00	0.00	198.45	303.35	-303.35	0.00 %
100-400-61006	TMRS	0.00	0.00	2,380.56	6,618.89	-6,618.89	0.00 %
100-400-62011	Park Consultant	0.00	0.00	1,245.00	1,245.00	-1,245.00	0.00 %
100-400-63004	Dues, Fees & Subscriptions	2,725.00	2,725.00	0.00	0.00	2,725.00	100.00 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	610.00	2,700.00	-2,700.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	20.00	520.00	-520.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	345.00	365.00	-365.00	0.00 %
100-400-63013	General Parks Maintenance	25,000.00	25,000.00	0.00	1,537.00	23,463.00	93.85 %
100-400-63015	Founders Park/Pool Maintenance	26,000.00	26,000.00	42.92	42.92	25,957.08	99.83 %
100-400-63016	Sports & Rec Park Maintenance	43,500.00	43,500.00	1,625.00	1,625.00	41,875.00	96.26 %
100-400-63017	Charro Ranch Park Maintenance	26,150.00	26,150.00	0.00	0.00	26,150.00	100.00 %
100-400-63018	Triangle/Veterans Park Maintenanc	5,700.00	5,700.00	0.00	0.00	5,700.00	100.00 %
100-400-63036	Skate Park Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-400-64003	Uniforms	0.00	0.00	254.37	254.37	-254.37	0.00 %
100-400-64005	Equipment Rental	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-64011	Park Supplies	19,600.00	19,600.00	3,298.11	3,298.11	16,301.89	83.17 %
100-400-64012	Charro Ranch Supplies	1,050.00	1,050.00	26.09	26.09	1,023.91	97.52 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	52.18	52.18	-52.18	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	2,360.00	2,360.00	8,590.00	78.45 %
100-400-64033	Rathgeber Supplies	1,504.00	1,504.00	0.00	0.00	1,504.00	100.00 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %
100-400-65007	Portable Toilets	10,000.00	10,000.00	0.00	350.00	9,650.00	96.50 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	500.00	500.00	144.24	179.42	320.58	64.12 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	9,650.23	12,001.27	998.73	7.68 %
100-400-65012	Sports & Rec Park Electricity	2,500.00	2,500.00	1,144.31	1,867.22	632.78	25.31 %
100-400-65014	Founders Park/Pool Electricity	0.00	0.00	572.67	1,150.11	-1,150.11	0.00 %
100-400-66001	Advertising	15,500.00	15,500.00	2,261.15	2,261.15	13,238.85	85.41 %
100-400-70003	Other Expenses	6,500.00	6,500.00	786.80	786.80	5,713.20	87.90 %
100-400-70007	Sponsored Events	0.00	0.00	1,601.11	1,601.11	-1,601.11	0.00 %
100-400-71004	All Parks Improvements	247,000.00	247,000.00	18,113.84	18,113.84	228,886.16	92.67 %
100-400-71005	Founders Park/Pool Improvmts	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00 %
100-400-71006	Sports & Rec Park Improvements	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-400-71009	Triangle Improvements	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-71012	Skate Park Improvements	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		765,987.00	765,987.00	107,278.89	215,969.34	550,017.66	71.81%
Department: 401 - DSRP							
100-401-60000	Regular Employees	293,829.00	293,829.00	33,800.08	124,309.56	169,519.44	57.69 %
100-401-60002	Overtime	0.00	0.00	89.54	1,122.51	-1,122.51	0.00 %
100-401-60003	On Call Pay	0.00	0.00	200.00	1,400.00	-1,400.00	0.00 %
100-401-61000	Health Insurance	35,267.45	35,267.45	3,062.85	12,998.91	22,268.54	63.14 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining	
<u>100-401-61001</u>	Dental Insurance	0.00	0.00	200.97	857.08	-857.08	0.00 %
<u>100-401-61002</u>	Medicare	0.00	0.00	474.77	1,762.55	-1,762.55	0.00 %
<u>100-401-61003</u>	Social Security	0.00	0.00	2,030.20	7,536.65	-7,536.65	0.00 %
<u>100-401-61004</u>	Unemployment	0.00	0.00	19.52	24.60	-24.60	0.00 %
<u>100-401-61005</u>	Federal Withholding	17,049.43	17,049.43	0.00	0.00	17,049.43	100.00 %
<u>100-401-61006</u>	TMRS	23,737.92	23,737.92	1,939.29	7,392.37	16,345.55	68.86 %
<u>100-401-63023</u>	General Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
Department: 401 - DSRP Total:		386,883.80	386,883.80	41,817.22	157,404.23	229,479.57	59.31%
Department: 402 - Aquatics							
<u>100-402-60000</u>	Regular Employees	0.00	0.00	5,400.00	18,500.00	-18,500.00	0.00 %
<u>100-402-60007</u>	Aquatic Staff	126,813.64	126,813.64	3,265.45	3,265.45	123,548.19	97.43 %
<u>100-402-61000</u>	Health Insurance	0.00	0.00	512.36	1,792.84	-1,792.84	0.00 %
<u>100-402-61001</u>	Dental Insurance	0.00	0.00	33.70	117.95	-117.95	0.00 %
<u>100-402-61002</u>	Medicare	0.00	0.00	125.09	313.66	-313.66	0.00 %
<u>100-402-61003</u>	Social Security	0.00	0.00	534.85	1,341.05	-1,341.05	0.00 %
<u>100-402-61004</u>	Unemployment	0.00	0.00	50.98	50.98	-50.98	0.00 %
<u>100-402-61006</u>	TMRS	0.00	0.00	318.60	1,091.50	-1,091.50	0.00 %
<u>100-402-63015</u>	Founders Park/Pool Maintenance	21,000.00	21,000.00	0.00	0.00	21,000.00	100.00 %
<u>100-402-64013</u>	Pool Supplies	26,200.00	26,200.00	0.00	0.00	26,200.00	100.00 %
<u>100-402-65000</u>	Network/Phone	2,500.00	2,500.00	341.74	512.61	1,987.39	79.50 %
<u>100-402-65013</u>	FMP Pool/Pavilion Water	5,300.00	5,300.00	2,164.27	2,582.38	2,717.62	51.28 %
<u>100-402-65014</u>	FMP Pool/Pavilion Electric	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
<u>100-402-65019</u>	Propane/Natural Gas	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>100-402-71011</u>	Founders Pool Improvements	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 402 - Aquatics Total:		206,313.64	206,313.64	12,747.04	29,568.42	176,745.22	85.67%
Department: 404 - Founders Day							
<u>100-404-63019</u>	FD Clean Up	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00 %
<u>100-404-63038</u>	FD Transportation	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
<u>100-404-64016</u>	FD Event Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>100-404-64017</u>	FD Event Tent, Table, & Chairs	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<u>100-404-64018</u>	FD Barricades	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00 %
<u>100-404-65007</u>	Portable Toilets	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>100-404-65016</u>	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00	100.00 %
<u>100-404-66008</u>	FD Parade	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>100-404-66009</u>	FD Publicity	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %
<u>100-404-66010</u>	Events, Entertainment & Activities	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<u>100-404-66012</u>	FD Sponsorship	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<u>100-404-68005</u>	FD Security	38,000.00	38,000.00	0.00	0.00	38,000.00	100.00 %
<u>100-404-68006</u>	FD Health, Safety & Lighting	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00 %
Department: 404 - Founders Day Total:		156,625.00	156,625.00	0.00	0.00	156,625.00	100.00%
Department: 500 - Emergency Management							
<u>100-500-60000</u>	Regular Employees	0.00	0.00	7,138.78	23,053.48	-23,053.48	0.00 %
<u>100-500-61000</u>	Health Insurance	0.00	0.00	18.08	62.77	-62.77	0.00 %
<u>100-500-61001</u>	Dental Insurance	0.00	0.00	33.70	117.95	-117.95	0.00 %
<u>100-500-61002</u>	Medicare	0.00	0.00	102.75	331.61	-331.61	0.00 %
<u>100-500-61003</u>	Social Security	0.00	0.00	439.32	1,417.83	-1,417.83	0.00 %
<u>100-500-61006</u>	TMRS	0.00	0.00	421.18	1,360.13	-1,360.13	0.00 %
<u>100-500-68000</u>	Emergency Management Equip	67,500.00	67,500.00	28,249.86	28,249.86	39,250.14	58.15 %
<u>100-500-68001</u>	Emergency Fire& Safety	611.00	611.00	0.00	166.00	445.00	72.83 %
<u>100-500-68002</u>	Emergency Management PR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<u>100-500-68003</u>	Emergency Equipment Maint	12,299.00	12,299.00	397.30	1,357.30	10,941.70	88.96 %
Department: 500 - Emergency Management Total:		83,410.00	83,410.00	36,800.97	56,116.93	27,293.07	32.72%
Expense Total:		14,707,607.05	15,506,876.19	845,719.56	2,901,636.19	12,605,240.00	81.29%
Fund: 100 - General Fund Surplus (Deficit):		-2,357,535.51	-2,856,804.65	-40,175.34	-492,398.83	2,364,405.82	82.76%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	8,000.00	8,000.00	3,725.00	5,345.00	-2,655.00	33.19 %
200-401-43010	Stall Rental Fees	40,000.00	40,000.00	7,681.50	10,445.50	-29,554.50	73.89 %
200-401-43011	RV Site Rental Fees	21,000.00	21,000.00	2,585.00	3,260.00	-17,740.00	84.48 %
200-401-43012	Facility Rental Fees	125,000.00	125,000.00	8,825.00	31,050.00	-93,950.00	75.16 %
200-401-43013	Equipment Rental Fees	8,000.00	8,000.00	600.00	3,265.00	-4,735.00	59.19 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	100.00	1,100.00	-2,900.00	72.50 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	2,350.00	7,190.00	-17,810.00	71.24 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	0.00	304.00	-51,971.00	99.42 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	11,550.00	12,605.00	-124,495.00	90.81 %
200-401-44006	Riding Series	35,000.00	35,000.00	5,720.00	10,295.00	-24,705.00	70.59 %
200-401-44007	Miscellaneous Events	12,000.00	12,000.00	8,863.00	21,767.00	9,767.00	181.39 %
200-401-44008	Program Fees	53,000.00	53,000.00	6,351.00	5,951.00	-47,049.00	88.77 %
200-401-44009	Ice Rink	229,169.00	229,169.00	785.00	2,535.00	-226,634.00	98.89 %
200-401-44012	Rink Merchandise	500.00	500.00	0.00	0.00	-500.00	100.00 %
200-401-46001	Other Revenues	500.00	500.00	0.00	1,462.44	962.44	292.49 %
200-401-46002	Interest	4,500.00	4,500.00	204.60	1,003.80	-3,496.20	77.69 %
200-401-46006	Merchandise Sales	22,065.20	22,065.20	3,657.00	4,349.75	-17,715.45	80.29 %
200-401-46015	Concessions	0.00	0.00	0.00	-533.48	-533.48	0.00 %
200-401-47005	Transfer from HOT Fund	330,000.00	330,000.00	0.00	0.00	-330,000.00	100.00 %
	Department: 401 - DSRP Total:	1,107,109.20	1,107,109.20	62,997.10	121,395.01	-985,714.19	89.03%
	Revenue Total:	1,107,109.20	1,107,109.20	62,997.10	121,395.01	-985,714.19	89.03%
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	5,000.00	5,000.00	360.00	720.00	4,280.00	85.60 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	6,000.00	6,000.00	360.00	720.00	5,280.00	88.00%
Department: 401 - DSRP							
200-401-60005	Camp Staff	154,246.48	154,246.48	0.00	0.00	154,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	7,866.26	9,462.51	-9,462.51	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
200-401-63002	Fleet Maintenance	3,000.00	3,000.00	885.33	885.33	2,114.67	70.49 %
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	228.80	313.19	4,814.31	93.89 %
200-401-63005	Training/Continuing Education	0.00	0.00	760.23	760.23	-760.23	0.00 %
200-401-63023	General Maintenance	170,730.00	170,730.00	1,295.00	2,585.00	168,145.00	98.49 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	2,600.00	1,400.00	35.00 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
200-401-64001	IT Equipment	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
200-401-64003	Uniforms	1,000.00	1,000.00	629.29	629.29	370.71	37.07 %
200-401-64005	Equipment Rental	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
200-401-64021	Merchandise	17,065.20	17,065.20	0.00	0.00	17,065.20	100.00 %
200-401-64023	Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	188.17	188.17	1,911.83	91.04 %
200-401-64027	Coyote Camp	12,000.00	12,000.00	558.76	558.76	11,441.24	95.34 %
200-401-64028	Riding Series	28,000.00	28,000.00	1,700.00	9,550.00	18,450.00	65.89 %
200-401-64029	Miscellaneous Events	700.00	700.00	0.00	25,069.46	-24,369.46	-3,481.35 %
200-401-64030	Programing	8,000.00	8,000.00	626.19	14,962.86	-6,962.86	-87.04 %
200-401-64031	Concert Series	229,169.00	0.00	0.00	57,292.25	-57,292.25	0.00 %
200-401-64038	Ice Rink	0.00	229,169.00	125,476.44	125,476.44	103,692.56	45.25 %
200-401-65000	Network/Phone	9,414.00	9,414.00	1,104.80	3,417.10	5,996.90	63.70 %
200-401-65005	Water	7,000.00	7,000.00	7,775.62	9,306.91	-2,306.91	-32.96 %
200-401-65007	Portable Toilets	960.00	960.00	0.00	80.00	880.00	91.67 %
200-401-65008	Alarm	13,317.24	13,317.24	509.42	979.97	12,337.27	92.64 %
200-401-65017	Electricity	60,000.00	60,000.00	7,023.80	13,253.80	46,746.20	77.91 %

Budget Report

For Fiscal: FY 2024-2025 Period Ending Item # 9. 4

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-65018 Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019 Propane/Natural Gas	2,500.00	2,500.00	673.95	673.95	1,826.05	73.04 %
200-401-66001 Advertising	15,000.00	15,000.00	46.51	46.51	14,953.49	99.69 %
200-401-70001 Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002 Contingencies/Emergency Fund	30,000.00	30,000.00	0.00	1,520.00	28,480.00	94.93 %
200-401-70003 Other Expenses	10,000.00	10,000.00	6,775.14	17,003.37	-7,003.37	-70.03 %
200-401-70004 Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007 Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-71008 DSRP Improvements	320,000.00	320,000.00	0.00	0.00	320,000.00	100.00 %
200-401-90013 Transfer to Vehicle Replacement Fu	31,906.08	31,906.08	0.00	0.00	31,906.08	100.00 %
Department: 401 - DSRP Total:	1,215,585.50	1,215,585.50	164,123.71	296,615.10	918,970.40	75.60%
Expense Total:	1,221,585.50	1,221,585.50	164,483.71	297,335.10	924,250.40	75.66%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-114,476.30	-114,476.30	-101,486.61	-175,940.09	-61,463.79	-53.69%
Fund: 400 - Utilities						
Revenue						
Department: 000 - Undesignated						
400-000-46001 Other Revenues	0.00	0.00	279,717.75	299,976.36	299,976.36	0.00 %
Department: 000 - Undesignated Total:	0.00	0.00	279,717.75	299,976.36	299,976.36	0.00%
Department: 300 - Wastewater						
400-300-41000 Solid Waste	0.00	0.00	-20,258.61	-20,258.61	-20,258.61	0.00 %
400-300-43018 Wastewater Service Fees	1,672,883.25	1,672,883.25	146,348.02	442,414.39	-1,230,468.86	73.55 %
400-300-43020 Late Fees	9,000.00	9,000.00	1,278.75	2,428.56	-6,571.44	73.02 %
400-300-43021 Delayed Connection Fees	5,000.00	5,000.00	0.00	3,500.00	-1,500.00	30.00 %
400-300-43024 Over Use Fees	0.00	0.00	13,367.49	26,374.61	26,374.61	0.00 %
400-300-43025 Reuse Fees	0.00	0.00	3,437.91	-858.84	-858.84	0.00 %
400-300-43047 Temporary Wastewater Service - Ca	0.00	0.00	812.60	2,297.60	2,297.60	0.00 %
400-300-43048 Reclaimed Water Use Fee	0.00	0.00	0.00	123.50	123.50	0.00 %
400-300-47009 Sales Tax	0.00	0.00	0.00	161,397.56	161,397.56	0.00 %
Department: 300 - Wastewater Total:	1,686,883.25	1,686,883.25	144,986.16	617,418.77	-1,069,464.48	63.40%
Department: 301 - Water						
400-301-43020 Late Fees	0.00	0.00	2,548.09	2,927.73	2,927.73	0.00 %
400-301-43038 Meter Set Fees	3,000.00	3,000.00	1,000.00	1,800.00	-1,200.00	40.00 %
400-301-43040 Water Base Rate	40,000.00	40,000.00	9,711.78	25,086.63	-14,913.37	37.28 %
400-301-43041 Water Usage	200,000.00	200,000.00	41,618.13	121,954.13	-78,045.87	39.02 %
400-301-43043 Equipment Fee	8,000.00	8,000.00	6,260.00	11,053.00	3,053.00	138.16 %
400-301-43044 Inspection Fees	1,000.00	1,000.00	1,000.00	1,700.00	700.00	170.00 %
Department: 301 - Water Total:	252,000.00	252,000.00	62,138.00	164,521.49	-87,478.51	34.71%
Department: 320 - Development/Capital						
400-320-41001 PEC	130,000.00	130,000.00	0.00	65,710.27	-64,289.73	49.45 %
400-320-41002 ROW Fees	3,500.00	3,500.00	0.00	993.33	-2,506.67	71.62 %
400-320-41003 Cable Franchise Fee	130,000.00	130,000.00	0.00	35,481.77	-94,518.23	72.71 %
400-320-41004 Texas Gas Franchise Fee	4,250.00	4,250.00	0.00	0.00	-4,250.00	100.00 %
400-320-43024 Overuse Fees	221,841.43	221,841.43	0.00	0.00	-221,841.43	100.00 %
400-320-46001 Other Revenues	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
400-320-46002 Interest	180,000.00	180,000.00	21,064.21	60,513.00	-119,487.00	66.38 %
400-320-47009 Sales Tax	900,000.00	900,000.00	0.00	74,034.19	-825,965.81	91.77 %
Department: 320 - Development/Capital Total:	1,649,591.43	1,649,591.43	21,064.21	236,732.56	-1,412,858.87	85.65%
Department: 330 - TWDB Project						
400-330-47008 Transfer from TWDB	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00 %
Department: 330 - TWDB Project Total:	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00%
Revenue Total:	24,593,474.68	24,593,474.68	507,906.12	1,318,649.18	-23,274,825.50	94.64%
Expense						
Department: 300 - Wastewater						
400-300-62019 Planning and Permitting	0.00	0.00	3,117.76	3,117.76	-3,117.76	0.00 %
400-300-63004 Dues, Fees & Subscriptions	0.00	0.00	63.25	178.18	-178.18	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-63025	Wastewater Treatment Plant Maint	108,100.00	108,100.00	3,218.72	4,156.22	103,943.78	96.16 %
400-300-63026	Routine Operations	95,700.00	95,700.00	7,964.23	8,414.23	87,285.77	91.21 %
400-300-63027	Operations Non Routine	94,400.00	94,400.00	3,056.03	3,056.03	91,343.97	96.76 %
400-300-63028	Lift Station Maintenance	81,000.00	81,000.00	4,918.00	4,918.00	76,082.00	93.93 %
400-300-63029	Sanitary Sewer Line Maintenance	80,000.00	80,000.00	8.98	8.98	79,991.02	99.99 %
400-300-63030	Drip Field Maintenance	41,000.00	41,000.00	10,372.05	10,372.05	30,627.95	74.70 %
400-300-63031	Sludge Hauling	165,000.00	165,000.00	22,139.80	22,139.80	142,860.20	86.58 %
400-300-63034	Utility Operations	0.00	0.00	11,497.50	11,497.50	-11,497.50	0.00 %
400-300-64003	Uniforms	0.00	0.00	1,746.00	1,808.50	-1,808.50	0.00 %
400-300-64022	Chemicals	16,500.00	16,500.00	1,563.96	1,563.96	14,936.04	90.52 %
400-300-65000	Network/Phone	0.00	0.00	1,445.58	2,168.37	-2,168.37	0.00 %
400-300-65017	Electric	88,000.00	88,000.00	6,266.56	13,111.99	74,888.01	85.10 %
400-300-70003	Other Expenses	0.00	0.00	516.37	17,787.79	-17,787.79	0.00 %
400-300-90013	Transfer to Vehicle Replacement Fu	50,545.02	50,545.02	0.00	0.00	50,545.02	100.00 %
Department: 300 - Wastewater Total:		820,245.02	820,245.02	77,894.79	104,299.36	715,945.66	87.28%
Department: 301 - Water							
400-301-63026	Routine Operations	27,500.00	27,500.00	227.52	227.52	27,272.48	99.17 %
400-301-63027	Operations Non Routine	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
400-301-63032	Water Line Maintenance & Repair	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
400-301-64040	Water Meters	60,000.00	60,000.00	4,073.02	4,073.02	55,926.98	93.21 %
Department: 301 - Water Total:		127,500.00	127,500.00	4,300.54	4,300.54	123,199.46	96.63%
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	711,493.20	711,493.20	44,929.41	149,363.14	562,130.06	79.01 %
400-310-60002	Overtime	48,672.00	48,672.00	763.56	4,993.00	43,679.00	89.74 %
400-310-60003	On Call Pay	26,000.00	26,000.00	2,200.00	6,400.00	19,600.00	75.38 %
400-310-61000	Health Insurance	70,133.37	70,133.37	4,595.76	16,081.37	54,052.00	77.07 %
400-310-61001	Dental Insurance	0.00	0.00	303.30	1,061.55	-1,061.55	0.00 %
400-310-61002	Medicare	0.00	0.00	679.43	2,278.40	-2,278.40	0.00 %
400-310-61004	Unemployment	0.00	0.00	0.00	86.27	-86.27	0.00 %
400-310-61005	Federal Withholding	53,169.15	53,169.15	0.00	0.00	53,169.15	100.00 %
400-310-61006	TMRS	40,977.10	40,977.10	2,825.69	9,484.65	31,492.45	76.85 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
400-310-62020	Lab Testing	45,000.00	45,000.00	5,486.00	5,486.00	39,514.00	87.81 %
400-310-63001	Equipment Maintenance	11,000.00	11,000.00	284.43	284.43	10,715.57	97.41 %
400-310-63002	Fleet Maintenance	14,000.00	14,000.00	440.03	440.03	13,559.97	96.86 %
400-310-63005	Training/Continuing Education	20,000.00	20,000.00	675.00	675.00	19,325.00	96.63 %
400-310-63034	Utility Operations	69,000.00	69,000.00	77.44	23,957.44	45,042.56	65.28 %
400-310-63041	SCADA	50,000.00	59,450.00	59,450.00	59,450.00	0.00	0.00 %
400-310-64001	IT Equipment & Support	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
400-310-64002	Software	7,000.00	7,000.00	0.00	68.25	6,931.75	99.03 %
400-310-64003	Uniforms	11,000.00	11,000.00	-53.20	-53.20	11,053.20	100.48 %
400-310-64006	Fleet Acquisition	50,000.00	50,000.00	0.00	42,217.00	7,783.00	15.57 %
400-310-64008	Fuel	22,000.00	22,000.00	150.00	150.00	21,850.00	99.32 %
400-310-64010	Supplies	59,500.00	59,500.00	1,574.50	1,574.50	57,925.50	97.35 %
400-310-64023	Equipment	320,000.00	320,000.00	0.00	0.00	320,000.00	100.00 %
400-310-65000	Network/Phone	18,000.00	18,000.00	83.04	351.06	17,648.94	98.05 %
Department: 310 - Utility Operations Total:		1,716,944.82	1,726,394.82	124,464.39	324,348.89	1,402,045.93	81.21%
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastewater Treatment	21,250.00	21,250.00	2,724.30	2,724.30	18,525.70	87.18 %
400-311-63026	Arrowhead - Routine Operations	26,000.00	26,000.00	3,910.74	3,910.74	22,089.26	84.96 %
400-311-63027	Arrowhead - Non-Routine Operatio	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00 %
400-311-63028	Arrowhead - Lift Station Maintenanc	11,000.00	11,000.00	3,261.51	3,261.51	7,738.49	70.35 %
400-311-63030	Arrowhead - Drip Field Maintenanc	52,000.00	52,000.00	0.00	0.00	52,000.00	100.00 %
400-311-63031	Arrowhead - Sludge Hauling	50,000.00	50,000.00	6,141.52	6,141.52	43,858.48	87.72 %
400-311-64022	Arrowhead - Chemicals	14,300.00	14,300.00	3,055.20	3,055.20	11,244.80	78.63 %
400-311-65017	Arrowhead - Electricity	22,000.00	22,000.00	3,271.08	7,009.46	14,990.54	68.14 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-311-71000 Arrowhead - Capital Projects	0.00	0.00	0.00	1,338.12	-1,338.12	0.00 %
400-311-71013 Arrowhead Plant Lease	286,560.00	286,560.00	86,950.00	86,950.00	199,610.00	69.66 %
Department: 311 - Arrowhead Wastewater Plant Total:	507,110.00	507,110.00	109,314.35	114,390.85	392,719.15	77.44%
Department: 312 - Big Sky Wastewater Plant						
400-312-63025 Big Sky - Wastewater Treatment Pla	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00 %
400-312-63026 Big Sky - Routine Operations	23,250.00	23,250.00	0.00	0.00	23,250.00	100.00 %
400-312-63027 Big Sky - Non-Routine Operations	21,450.00	21,450.00	0.00	0.00	21,450.00	100.00 %
400-312-63028 Big Sky - Lift Station Maintenance	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
400-312-63030 Big Sky - Drip Field Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-312-63031 Big Sky - Sludge Hauling	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00 %
400-312-64022 Big Sky - Chemicals	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
400-312-65017 Big Sky - Electricity	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
Department: 312 - Big Sky Wastewater Plant Total:	139,400.00	139,400.00	0.00	0.00	139,400.00	100.00%
Department: 320 - Development/Capital						
400-320-62002 Engineering and Surveying	762,500.00	762,500.00	0.00	0.00	762,500.00	100.00 %
400-320-71000 Capital Projects	2,600,000.00	2,600,000.00	0.00	0.00	2,600,000.00	100.00 %
Department: 320 - Development/Capital Total:	3,362,500.00	3,362,500.00	0.00	0.00	3,362,500.00	100.00%
Department: 330 - TWDB Project						
400-330-72001 TWDB Capital Projects	20,500,000.00	20,500,000.00	0.00	0.00	20,500,000.00	100.00 %
400-330-72002 TWDB Engineering and Surveying	405,000.00	405,000.00	0.00	0.00	405,000.00	100.00 %
400-330-72004 TWDB - Consultants and Legal	100,000.00	100,000.00	440.80	440.80	99,559.20	99.56 %
Department: 330 - TWDB Project Total:	21,005,000.00	21,005,000.00	440.80	440.80	21,004,559.20	100.00%
Expense Total:	27,678,699.84	27,688,149.84	316,414.87	547,780.44	27,140,369.40	98.02%
Fund: 400 - Utilities Surplus (Deficit):	-3,085,225.16	-3,094,675.16	191,491.25	770,868.74	3,865,543.90	124.91%
Report Surplus (Deficit):	-5,557,236.97	-6,065,956.11	49,829.30	102,529.82	6,168,485.93	101.69%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	9,656,856.54	9,956,856.54	656,770.18	1,873,855.47	-8,083,001.07	81.18%
105 - Communications	0.00	0.00	0.00	-239.83	-239.83	0.00%
200 - Planning & Development	835,100.00	835,100.00	13,709.00	85,981.63	-749,118.37	89.70%
201 - Building	1,550,000.00	1,550,000.00	131,377.64	445,152.69	-1,104,847.31	71.28%
400 - Parks & Recreation	107,800.00	107,800.00	35.00	835.00	-106,965.00	99.23%
402 - Aquatics	62,985.00	62,985.00	2.40	2.40	-62,982.60	100.00%
404 - Founders Day	137,330.00	137,330.00	3,650.00	3,650.00	-133,680.00	97.34%
Revenue Total:	12,350,071.54	12,650,071.54	805,544.22	2,409,237.36	-10,240,834.18	80.95%
Expense						
000 - Undesignated	6,328,916.07	6,328,916.07	-50,289.73	134,452.40	6,194,463.67	97.88%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%
101 - City Administrators Office	0.00	0.00	62,620.34	182,696.74	-182,696.74	0.00%
102 - City Secretary	20,901.47	20,901.47	16,394.00	52,410.61	-31,509.14	-150.75%
103 - Courts	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00%
104 - City Attorney	66,000.00	66,000.00	26,622.40	91,426.58	-25,426.58	-38.53%
105 - Communications	42,000.00	42,000.00	20,824.58	67,365.73	-25,365.73	-60.39%
106 - IT	503,802.40	503,802.40	53,226.22	114,863.63	388,938.77	77.20%
107 - Finance	2,691,337.67	2,691,337.67	189,692.63	487,646.66	2,203,691.01	81.88%
200 - Planning & Development	134,500.00	134,500.00	18,758.90	57,470.20	77,029.80	57.27%
201 - Building	792,000.00	792,000.00	147,070.64	272,764.72	519,235.28	65.56%
300 - Wastewater	790,000.00	790,000.00	17,498.00	8,787.71	781,212.29	98.89%
304 - Maintenance	1,706,430.00	2,505,699.14	144,657.46	972,692.29	1,533,006.85	61.18%
400 - Parks & Recreation	765,987.00	765,987.00	107,278.89	215,969.34	550,017.66	71.81%
401 - DSRP	386,883.80	386,883.80	41,817.22	157,404.23	229,479.57	59.31%
402 - Aquatics	206,313.64	206,313.64	12,747.04	29,568.42	176,745.22	85.67%
404 - Founders Day	156,625.00	156,625.00	0.00	0.00	156,625.00	100.00%
500 - Emergency Management	83,410.00	83,410.00	36,800.97	56,116.93	27,293.07	32.72%
Expense Total:	14,707,607.05	15,506,876.19	845,719.56	2,901,636.19	12,605,240.00	81.29%
Fund: 100 - General Fund Surplus (Deficit):	-2,357,535.51	-2,856,804.65	-40,175.34	-492,398.83	2,364,405.82	82.76%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,107,109.20	1,107,109.20	62,997.10	121,395.01	-985,714.19	89.03%
Revenue Total:	1,107,109.20	1,107,109.20	62,997.10	121,395.01	-985,714.19	89.03%
Expense						
400 - Parks & Recreation	6,000.00	6,000.00	360.00	720.00	5,280.00	88.00%
401 - DSRP	1,215,585.50	1,215,585.50	164,123.71	296,615.10	918,970.40	75.60%
Expense Total:	1,221,585.50	1,221,585.50	164,483.71	297,335.10	924,250.40	75.66%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-114,476.30	-114,476.30	-101,486.61	-175,940.09	-61,463.79	-53.69%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	0.00	0.00	279,717.75	299,976.36	299,976.36	0.00%
300 - Wastewater	1,686,883.25	1,686,883.25	144,986.16	617,418.77	-1,069,464.48	63.40%
301 - Water	252,000.00	252,000.00	62,138.00	164,521.49	-87,478.51	34.71%
320 - Development/Capital	1,649,591.43	1,649,591.43	21,064.21	236,732.56	-1,412,858.87	85.65%
330 - TWDB Project	21,005,000.00	21,005,000.00	0.00	0.00	-21,005,000.00	100.00%
Revenue Total:	24,593,474.68	24,593,474.68	507,906.12	1,318,649.18	-23,274,825.50	94.64%
Expense						
300 - Wastewater	820,245.02	820,245.02	77,894.79	104,299.36	715,945.66	87.28%
301 - Water	127,500.00	127,500.00	4,300.54	4,300.54	123,199.46	96.63%
310 - Utility Operations	1,716,944.82	1,726,394.82	124,464.39	324,348.89	1,402,045.93	81.21%
311 - Arrowhead Wastewater Plant	507,110.00	507,110.00	109,314.35	114,390.85	392,719.15	77.44%
312 - Big Sky Wastewater Plant	139,400.00	139,400.00	0.00	0.00	139,400.00	100.00%

Budget Report

For Fiscal: FY 2024-2025 Period Ending Item # 9. 4

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
320 - Development/Capital	3,362,500.00	3,362,500.00	0.00	0.00	3,362,500.00	100.00%
330 - TWDB Project	21,005,000.00	21,005,000.00	440.80	440.80	21,004,559.20	100.00%
Expense Total:	27,678,699.84	27,688,149.84	316,414.87	547,780.44	27,140,369.40	98.02%
Fund: 400 - Utilities Surplus (Deficit):	-3,085,225.16	-3,094,675.16	191,491.25	770,868.74	3,865,543.90	124.91%
Report Surplus (Deficit):	-5,557,236.97	-6,065,956.11	49,829.30	102,529.82	6,168,485.93	101.69%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,357,535.51	-2,856,804.65	-40,175.34	-492,398.83	2,364,405.82
200 - Dripping Springs Ranch Park	-114,476.30	-114,476.30	-101,486.61	-175,940.09	-61,463.79
400 - Utilities	-3,085,225.16	-3,094,675.16	191,491.25	770,868.74	3,865,543.90
Report Surplus (Deficit):	-5,557,236.97	-6,065,956.11	49,829.30	102,529.82	6,168,485.93



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

Submitted By: Andrew Binz – Director of Parks and Community Services

Council Meeting Date: January 21, 2025

Agenda Item Wording: Discuss and consider an ordinance update to Article 16.02. Parks and Recreation, regarding electric bicycles in parks.

Agenda Item Requestor:

Summary/Background: As electric bicycles are becoming more and more popular and are seen more frequently within our parks system, staff would like to recommend putting limits on the type of electric bikes (e-bikes) that are allowed within certain parks.

Staff recommends no power assisted modes of transportation, including electric bikes, be allowed in Dripping Springs Ranch Park and Charro Ranch Park. The amount of vehicle traffic and equestrian/livestock present from events at DSRP creates an unsafe environment for e-bikes. Charro Ranch Park trails are considered pedestrian only because it is a nature park.

Founders Park and Sports & Recreation Park trails are considered more multi-purpose trails, and these are the trails staff is seeing more e-bike activity. Staff is recommending allowing e-bikes on these trails but with a limit on the speed to 10 miles per hour and with no use of a throttle if the e-bike is equipped with one.

DSRP Board of Directors and the Parks & Recreation Commission approved the recommendation of this ordinance to City Council at their January meetings.

Staff

Recommendations: Approval of the ordinance update as presented

Attachments: Ordinance No. 2025 – XX – E-Bicycles Amendment to Parks Rules

Next Steps/Schedule: Execute the ordinance.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2025-__

AN ORDINANCE AMENDING CHAPTER 16: PUBLIC WAYS AND PLACES, ARTICLE 16.02, SECTIONS 16.02.034, 16.02.055, AND 16.02.065 IN THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to have specific rules for the use of electric bicycles at City parks;

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

WHEREAS, the Parks and Recreation Commission had a meeting on December 18, 2024, and recommended approval of the rules; and

WHEREAS, the City Council had a meeting and a public hearing on January __, 2025, and approved the rules; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Article 16.02, Sections 16.02.034, 16.02.055, and 16.02.065 as currently adopted are amended so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the ___ day of _____ 2025, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

Attachment "A"

CODE OF ORDINANCES

CHAPTER 16-PUBLIC WAYS AND PLACES

ARTICLE 16.02. PARKS AND RECREATION

DIVISION 2. PARK RULES

Sec. 16.02.034. Definitions.

(a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

Alcoholic beverage: Alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Business activities: The provision of services, instructions, training, or support to another person or to a group in exchange for payment.

Charro Ranch Park: The city park located at 22690 Ranch to Market Rd 150.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

Class 1 electric bicycle: [A bicycle with pedal assist, no throttle, and a top speed of up to 20 miles per hour.](#)

Class 2 electric bicycle: [A bicycle with pedal assist, a throttle, and a maximum speed of up to 20 miles per hour.](#)

Class 3 electric bicycle: [A bicycle with pedal assist, a throttle, and a maximum speed of up to 28 miles per hour.](#)

Commercial Activity: Providing goods or services for sell or rent or providing a class or instruction for compensation or as an inducement or advertisement for paid classes or instruction.

Commercial fitness trainer: A for profit trainer providing physical fitness training expertise to clients in a city park.

Commission: The city parks and recreation commission (aka, "parks and rec") or any successor entity.

Dangerous animal: An animal that:

- (1) Makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Park personnel deems to be uncontrollable and a danger to those around it.

Department: The City of Dripping Springs and parks and community services department.

Dripping Springs Ranch Park: The park and event center located at 1042 Event Center Drive, Dripping Springs, Texas.

Farmers market committee: The board created under article 6.05 of this code supports the market and serves as an advisory body to the city council.

Firearm: A device defined in accordance with Texas Penal Code section 46.01.

For profit groups: Individuals or organizations that are not nonprofit groups as determined by state and/or federal law.

Founders Memorial Park: The city park located east of RM 12 on Founders Park Road.

Glass container: Any glass receptacle.

Market manager: The city employee designated by the city administrator to manage the operations of the farmer's market.

Motorized/electric toys: Includes any motor powered object including, but not limited to, remote control cars, motorized scooters or bikes, or any motorized or electric wheeled vehicle.

Multi-use trail: Trails designated for pedestrian, bicycle, and equestrian use.

Nonpark waste: Trash, refuse, litter or other solid waste that is not created or generated on-site at a park, but is transported from a person's home, business or other location to a park for disposal purposes. This term includes construction debris, office waste, municipal solid waste, and any form of hazardous waste. This term excludes waste generated on park premises during the course of lawful use of the park for recreational purposes.

Park: Any or all of the parks and facilities under the management and control of the city, including any land now or hereafter dedicated by the city as a municipal park.

Park attendant: A city employee who has been designated by the city council or city administrator to oversee and enforce the rules at a city park.

Park facility: Any building or structure intended for a specific type of use within a park including, but not limited to, a building, sports field, recreational facility, parking lot, covered pavilion, designated camping site, skatepark, or other specific use area within a park.

Person: An individual, corporation, organization, government agency, business, trust, partnership, association, or any other legal entity, other than the city.

School-related activity: An event or activity on or off school property sponsored and/or sanctioned by the Dripping Springs Independent School District. Examples include, but are not limited to, sporting events and performances, such as theatrical, etc.

Skatepark: The city park designed for skating, skateboarding, biking, and other non-motorized wheeled equipment that is located at Founders Memorial Park.

Sports and Recreation Park: The city park located at 27148 Ranch Rd 12, Dripping Springs, TX 78620.

Tobacco product: Includes, but is not limited to, a cigarette, cigar, and any smokeless tobacco product such as chewing and dipping tobaccos.

Vehicle: A device that can be used to transport persons or property including, but not limited to a moped, power-driven bicycle, motorcycle, motor scooter, automobile, truck, golf cart, tractor, aircraft, gliders, paragliders, and all-terrain vehicle.

Weapon: Anything that in the manner of its use or intended use is capable of causing death, personal injury, or serious bodily injury, including (but not limited to) air guns, clubs, axes, pellet or BB guns, bows and arrows, or projectile devices.

(Ord. No. 2023-09, § 2, 3-7-2023; Ord. No. 2023-34, § 2, 10-17-2023)

Sec. 16.02.055. Trail use.

- (a) It is an offense for any person to:
- (1) Operate or use a motor vehicle, including a motorcycle, motorbike, mini-bike, or a bicycle on a trail or path not designated for the use with such vehicles;
 - [\(1.1\) Operate or use a Class 1 electric bicycle, Class 2 electric bicycle, or Class 3 electric bicycle in a park or on a designated trail except and in accordance with section 16.02.065;](#)
 - (2) Operate or use a bicycle on any pedestrian trail; or
 - (3) Ride, drive, leads or keep a horse on any pedestrian trail.
- (b) On multi-use trails, bicyclists shall yield to joggers, joggers to walkers. All trail users must yield to horses.
- (c) Trail users on multi-use trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.
- (d) Bicyclists should maintain bicycles in good condition and should operate them in a safe, manner at a reasonable and prudent speed. All bicycles shall be equipped with properly functioning brakes.

(Ord. No. 2023-09, § 2, 3-7-2023)

Sec. 16.02.065. Special rules for specific park facilities.

- (a) Each park facility may develop additional rules and regulations that address problems specific to that facility, which shall be in writing and approved by the city administrator or designee. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.
- (b) Dripping Springs Ranch Park Rules:
- (1) It is an offense for any person to swim or boat at this park.
 - (2) Only members of the Dripping Springs Ranch Park or patrons who pay a daily fee are permitted to have their horses at this park.
 - (3) It is an offense for any farrier to provide services at this park without approval by the ranch park manager or the parks and community services director.
 - (4) Quiet hours for RV spots are from 10:00 p.m. to 6:00 a.m. unless approved in writing.
 - (5) All waste must be disposed of in the dumpster located on site at the park. Littering on the property will result in a fine.
 - (6) All wastewater, including gray water, must be disposed of in the dump station, located on site at the park. Any dumping of waste/sewage on pavement, dirt or vegetation will result in eviction.
 - (7) No swimming pools are to be set upon the property.
 - (8) Rowdiness, abusive language, fighting, lewd conduct, reckless driving/speeding, drunkenness, and possession of or use of illegal drugs will not be tolerated at any time. Amplified sound, firearms, or weapons shall not be allowed unless otherwise allowed by law or authorized by the city by written agreement.
 - (9) Parents are responsible for the conduct of their children and financially responsible for any damages caused by their children. Children under the age of 13 must be accompanied by an adult at all times.
 - (10) The city, the department, and Dripping Springs Ranch Park, as well as their officials, agents, and employees are not responsible for property or personal injury damages arising out of, or in any way connected to use of the park, including, but not limited to loss or damage by fire, wind, theft, accident, or Acts of God.
 - (11) Registered guests and visitors are liable for all personal injury or property damages and assume any and all risks associated with use of the park to their person, property, animals and vehicles.
 - (12) No vehicles are allowed within the park without a permit or written permission after 11:00 p.m.
 - (13) [No power assisted modes of transportation are allowed anywhere in the park except for motor vehicles operated or parked in accordance with sections 16.02.053 or 16.02.054.](#)
- (c) Farmers market. The following section applies to farmers market operations. The market manager has the authority to control the use of the park premises for purposes of Texas Penal Code section 42.03 (obstruction of passageways), issue warnings, provide notice per

Texas Penal Code section 30.05 (criminal trespass), and take appropriate action against any person who violates the rules and regulation for market operations, any section of this division, and any other regulation or law. Additional regulation related to the farmers is in article 6.05 of this code. Farmers market rules include:

- (1) All market participants must complete the appropriate application, pay the applicable fees, and be approved by the market manager or the farmers market committee prior to participation.
- (2) Producers, prepared-food producers, artists and craftspeople, service providers, entertainers, and community organizations that fulfill the mission of the market as listed in section 6.05.003 of this code, may be approved to participate in the market.
- (3) The farmers market and all vendors must comply with the Americans with Disabilities Act and with state accessibility requirements. All common areas and vendor booths must be accessible to individuals with disabilities whenever the booth is open to the public.
- (4) All vendors must agree to and assist in the inspection of their operation by representative of the market at any time to ensure compliance with these rules and state health rules, as applicable.
- (5) Market booth fees will be determined annually by the farmers market manager and approved by the city council. Fees will be assessed to participants weekly.
- (6) All selling and promotion must be contained within the ten feet wide by ten feet deep booth space.
- (7) Any vendor cancellations must be communicated with the market manager by 2:00 p.m. on day prior to the market or late notice fees will be assessed.
- (8) Smoking or other tobacco use, including vaping or electronic cigarettes, is not allowed in market area.
- (9) All market complaints should be sent to the market manager for review by the farmers market committee.
- (10) Violation of farmers market or park rules may result in verbal warning, written warning, suspension or expulsion from the market. The market manager shall have discretion to enact any or all of the above options based on the severity of the violation.
- (11) Community organizations that fulfill the mission of the market and seek to fundraise or educate at the market can submit an application to the farmers market manager for approval to perform such activities.
- (12) All vendors must wait for the sound of the opening bell to commence sales to the public.
- (13) Public dissemination of information is regulated on market days during market hours. Those seeking to disseminate information must do so only in the area designated by the market manager.
- (14) Each vendor is responsible for his or her own sales tax collections and payments.

- (15) A scale certified by the Texas Department of Agriculture must be used at the market for all products sold by weight.
 - (16) Food samples must be distributed in accordance with the rules set forth by the city's farmers market food sampling rules and Texas Department of State and Health Services.
 - (17) Home-canned processed foods and baked goods can be sold but must comply with the Texas Cottage Food Laws as defined by the Texas Department of State Health Services and Texas Health and Safety Code.
 - (18) All vendors must obtain any and all permits and licenses required by the state and the county as applicable to sell each product.
 - (19) All items sold at the market must be raised, prepared, processed, or crafted by the vendor within a 150 mile radius of the city and meet the mission of the market.
 - (20) No live animals may be sold or given away at the market.
 - (21) No vendor, attendee, or participant in the market may impede pedestrian or vehicular traffic or interfere or disrupt normal market operations.
- (d) Skatepark.
- (1) Hours are dawn to dusk. This skatepark is not equipped with lighting and is closed once the sun goes down.
 - (2) Protective safety equipment that properly fits is strongly encouraged to be worn while using the skatepark.
 - (3) The skatepark is unsupervised; and users ride at their own risk.
 - (4) Parents/guardians are responsible for their children; children under the age of ten must be accompanied by an adult.
 - (5) The skatepark is open to bikes, skateboards, scooters, in-line skates, and other non-motorized wheeled vehicles.
 - (6) Animals, other than service animals, are not allowed on the skatepark surface.
 - (7) Motorized and electric toys, equipment, ramps, boxes or user-placed obstacles are not allowed.
 - (8) No modifications to existing ramps or additional obstacles or materials allowed.
 - (9) Competitive events, demonstrations or private lessons require prior approval of the parks & community services department as required by division 4, commercial activity on park property.
 - (10) No graffiti or defacing the property.
 - (11) No gum, food or drinks on the skatepark surface.
 - (12) The skatepark is considered closed during inclement weather (rain, lightning, sleet, snow, etc.).
 - (13) The city reserves the right to close the skate park at any time, including for programmed events.

(14) All other city park rules apply.

(15) A violation of (d)(1), (d)(6), (d)(7), or (d)(8) is considered an offense under this article.

(e) Charro Ranch Park

(1) No power assisted modes of transportation are allowed anywhere in the park except for vehicles parking in authorized parking areas.

(f) Founders Memorial Park (excluding Skatepark)

(1) Class 1 electric bicycles may not be used on trails at a speed greater than 10 miles per hour.

(2) Class 2 electric bicycles and class 3 electric bicycles may not be used with throttle or on trails at a speed greater than 10 miles per hour.

(g) Sports and Recreation Park

(1) Class 1 electric bicycles may not be used on trails at a speed greater than 10 miles per hour.

(2) Class 2 electric bicycles and class 3 electric bicycles may not be used with throttle or on trails at a speed greater than 10 miles per hour.

(Ord. No. 2023-09, § 2, 3-7-2023; Ord. No. 2023-34, § 2, 10-17-2023)



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

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: Tuesday, February 4, 2025

Agenda Item Wording: **Public hearing, discussion, and consideration of approval of a Resolution Authorizing the Publication of the Notice of Intention to Issue City of Dripping Springs, Texas Combination Tax and Limited Revenue Certificates of Obligation in an Estimated Amount not to Exceed \$14,500,000, and Other Matters Related Thereto.**

Agenda Item Requestor: Shawn Cox, Deputy City Administrator

Summary/Background:

As a part of the FY 2025 budget preparation, Council considered funding options for a number of upcoming projects: including TIRZ priority projects, street improvements, and a maintenance facility. Since the adoption of the budget, we have included funding for property acquisition. The projects and costs are:

Project		Cost	TIRZ*	City
Street Improvements	Complete Reconstruction of Existing Roads (FY25)	\$ 616,948	\$ -	\$ 616,948
Transportation Improvements	Design/Construction of New Infrastructure	\$ 1,040,000	\$ -	\$ 1,040,000
Maintenance Facility	Purchase & Construction of Maintenance Facility	\$ 412,805	\$ -	\$ 412,805
Property Acquisition		\$ 2,250,000		\$ 2,250,000
TIRZ Projects	Construction of OFR, Stephenson Bldg. & DT Parking Lot	\$ 9,654,799	\$ 7,241,099	\$ 2,413,700
		\$ 13,974,552	\$ 7,241,099	\$ 6,733,452

*TIRZ costs are calculated at 75% of the total costs of their projects.

After working with the City’s Financial Advisor and Bond Council, for consideration is the issuance of \$13,255,000.00 in Combination Tax and Revenue Certificates of Obligation Bonds with a Reoffering premium of \$1,204,249.40 for a total issuance of \$14,459,249.40. Based on the “Debt Servicing Schedule,” this issuance will be repaid from the General and TIRZ funds as follows:

FY	Total Payment	Payment (Gen.)	Payment (TIRZ 1)	Payment (TIRZ 2)	Rate Impact
FY 2025	\$ 1,002,312.50	\$ 482,950.99	\$ 326,379.30	\$ 192,982.21	\$ 0.02337
FY 2026	\$ 1,007,250.00	\$ 485,330.06	\$ 327,987.08	\$ 193,932.86	\$ 0.02349
FY 2027	\$ 1,007,250.00	\$ 485,330.06	\$ 327,987.08	\$ 193,932.86	\$ 0.02349
FY 2028	\$ 1,006,250.00	\$ 484,848.22	\$ 327,661.45	\$ 193,740.33	\$ 0.02346
FY 2029	\$ 1,004,250.00	\$ 483,884.55	\$ 327,010.20	\$ 193,355.25	\$ 0.02342
FY 2030	\$ 1,006,250.00	\$ 484,848.22	\$ 327,661.45	\$ 193,740.33	\$ 0.02346

The chart above outlines the next five years of payments. This issuance is a 20-year note.

The “Rate Impact” column calculates the Interest & Sinking Tax Rate which could be levied to cover the General Funds portion of the debt. For FY 2025, the City budgeted \$865,000.00 to cover the anticipated annual debt cost.

Commission Recommendations: N/A

Recommended Council Actions: Based on Council discussion during the budget process and review of projects, The Deputy City Administrator recommends approval of this item.

- Attachments:**
- Series 2025 Debt Schedule
 - Capital Projects – FY25-FY30
 - NOI Cert.
 - NOI Resolution

Next Steps/Schedule: Issuance of Debt

City of Dripping Springs Capital Projects

Project	Cost Estimate	Expenditure Date	NOTES / Data Source / Date	Funding Sources										Funding Needed
				Hays POSAC	TXDOT TASA	Landscape Fund	Landscape Fund2	HOT Tax	City Budget	TIRZ Budget	COO Bonds	Fee Offset	Total Funded	
TIRZ Priority Projects														
Old Fitzhugh Rd	8,392,800	May '25 "Ready to Let"	OFR 60% PSE's / HDR / 12/23	1,400,000	1,533,164	-	-	500,000	-	-	-	-	3,433,164	4,959,636
Stephenson Building	3,559,053	Jan '25 "Ready to Bid"	100% CD's Cost Estimate / 6/3/24	-	-	-	-	-	-	-	-	-	-	3,559,053
Downtown Restrooms	300,000	Fall '24 "Construction"	ROMTEC / "Design-Provide-Install Max" Cost Proposal / 6-10-24	-	-	-	-	-	200,000	100,000	-	-	300,000	-
Dripping Springs Community Library	5,167,000	Fall '25 "Construction"	DSCL DD / Cost Estimates / 4/22/24	-	-	-	-	-	-	-	-	-	-	5,167,000
Downtown Parking Lot	1,136,110	Jan '25 "Ready to Bid"	TIRZ PM Est'd / Cost Estimate Pending PSE's Completion / 7/24	-	-	-	-	-	-	-	-	-	-	1,136,110
Stephenson Way Site & Pedestrian	150,000	Fall '24 "Construction"	TIRZ PM Est'd / Cost Estimate Pending PSE's Completion / TBD	-	-	-	-	-	-	-	-	-	-	150,000
Civic Center / City Hall Site	12,000,000	TBD		-	-	-	-	-	-	-	-	-	-	12,000,000
Creek Road Project	10,000,000	TBD	TIRZ Project Plan Update / 10/18/22	-	-	-	-	-	-	-	-	-	-	10,000,000
Downtown Drainage & Sidewalks MP	2,500,000	TBD	"Wallace St" Estimate Portion / TIRZ Project Plan Update / 10/18/22	-	-	-	-	-	-	-	-	-	-	2,500,000
TIRZ Total	43,204,963			1,400,000	1,533,164	-	-	500,000	200,000	100,000	-	-	3,733,164	39,471,799
City Projects														
City Hall Remodel	800,000	FY 2025		-	-	-	-	-	800,000	-	-	-	800,000	-
Maintenance Facility	437,805	FY 2025		-	-	-	-	-	-	-	80,000	-	80,000	357,805
Sports & Rec Park Lighting	2,600,000			-	-	-	-	500,000	-	-	-	-	500,000	2,100,000
Rathgeber Design	695,150			-	-	-	-	-	-	-	-	-	-	695,150
Rathgeber Construction	16,030,472	TBD		3,550,000	-	-	-	-	-	-	-	-	3,550,000	12,480,472
5-Year Road Improvements	3,000,000			-	-	-	-	-	-	-	-	-	-	3,000,000
RR 12 @ Village Grove Pkwy	2,315,169			-	-	-	-	-	-	-	-	800,000	800,000	1,515,169
DSRP Path to Pond	140,000		Repair of the path to the pond at the front of the park, which is regularly washed out.	-	-	-	-	-	-	-	-	-	-	140,000
DSRP Playground Sidewalks	70,000		Installation of sidewalks around the playground (included path across drainage channel.	-	-	-	-	-	-	-	-	-	-	70,000
Outdoor Arena	150,000	FY 2025	Provides an additional arena area	-	-	-	-	-	-	-	-	-	-	150,000
Outdoor Arena Covering	1,050,000	FY 2026+	Provided covering & utilities for additional arena	-	-	-	-	-	-	-	-	-	-	1,050,000
Park Signage	275,000	FY 2026+	Remaining Park entry and wayfinding signage	-	-	-	-	-	-	-	-	-	-	275,000
Founders Pool Heater	50,000		Converts pool heater from propane to natural gas	-	-	-	-	-	-	-	-	-	-	50,000
City Total	27,613,596			3,550,000	-	-	-	500,000	800,000	-	80,000	800,000	5,730,000	21,883,596
	70,818,559	-	-	4,950,000	1,533,164	-	-	1,000,000	1,000,000	100,000	80,000	800,000	9,463,164	61,355,395

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF OBLIGATION, AND OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF DRIPPING SPRINGS §

WHEREAS, the City Council (the "Council") of the City of Dripping Springs, Texas (the "City") has determined that it is in the best interest of the City to proceed with the issuance of certificates of obligation ("Certificates") to implement certain projects; and

WHEREAS, the City Council of the City finds that the payment in whole or in part of contractual obligations incurred or to be incurred for the purposes set forth in Exhibit "A" attached hereto (the "Contractual Obligations") would be beneficial to the inhabitants of the City and are needed to perform essential City functions; and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$14,500,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code (the "Act") for the purpose of financing the Contractual Obligations; and

WHEREAS, prior to the issuance of the Certificates, the City is required under the Act to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and continuously on the City's website, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the purpose of the Certificates, (iii) the manner in which the Certificates will be paid, (iv) the then-current principal of all outstanding debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full; (vi) the maximum principal amount of the Certificates; (vii) the estimated combined principal and interest required to pay the Certificates on time and in full; (viii) the estimated interest rate for the Certificates or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the Certificates; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

1. Attached hereto as Exhibit "A" is a form of the Notice of Intention to issue the Certificates, the form and substance of which is hereby adopted and approved.

2. Bond counsel to the City or the City Secretary shall cause the notice to be published in substantially the form attached hereto, in a newspaper (as defined by Subchapter C, Chapter 2051, Government Code) that is of general circulation in the City, for two consecutive weeks, the date of the first publication to be at least 46 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

3. The City Secretary shall cause the notice to be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

4. The City's City Treasurer, City Administrator, and Deputy City Administrators along with the City's financial advisor, SAMCO Capital Markets, Inc., and bond counsel are authorized to proceed with preparing the necessary bond and offering documents to effectuate the sale of the Certificates and any other public securities of the City anticipated to be sold at or near the time of the Certificates, including making application to appropriate rating agencies and bond insurers, if applicable.

5. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the Certificates being issued or (ii) \$9,500 for each series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.

6. The City Council hereby finds and determines that the Certificates meet the definition of the term "Debt" under Section 26.012(7) of the Texas Tax Code.

7. In order to achieve more advantageous financial terms and lower interest rates on certain debt issued by the City, the City Council has previously issued all or a portion of certain debt issues with a legal pledge of ad valorem taxes that the City intends to pay from other available revenue sources, such as revenues from the City's wastewater system, and tax increment revenues from tax increment reinvestment zones. The City intends those prior debt issues or portions thereof, as applicable, to be "self-supporting" by making debt service payments on such debt from available revenues in order to minimize the use of ad valorem taxes. The City currently intends to pay such "self-supporting" debt from sources other than ad valorem taxes, but such debt could still legally be paid from ad valorem taxes if such other sources are not available at the time required for payment. A portion of the Certificates is also expected to be designated as self-supporting, and the Ordinance

authorizing the final pricing terms of the Certificates will establish a final self-supporting amount of the Certificates.

8. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City, and the Mayor, City Secretary, City Treasurer, City Administrator, and Deputy City Administrators are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution. All orders, resolutions and ordinances, or any parts thereof, previously adopted by the City Council that are inconsistent herewith are hereby superseded to the extent of such inconsistency.

RESOLVED this 4th day of February, 2025.

ATTEST:

CITY OF DRIPPING SPRINGS, TEXAS

City Secretary
City of Dripping Springs, Texas

Mayor
City of Dripping Springs, Texas

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Dripping Springs, Texas, to issue interest bearing Certificates of Obligation of the City (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) designing, constructing, improving, extending, expanding, upgrading and/or developing City streets, roads, intersections and traffic signalization, including related signage, landscaping, purchasing property, including necessary rights-of-way, drainage easements, and other related transportation costs, including, but not limited to, for Old Fitzhugh Road; (2) constructing a public parking structure in the City's downtown area; (3) constructing a city public works facility to support the City's utility system and city streets, including a building for maintenance staff and a holding yard for related materials and equipment; (4) constructing, improving, renovating, upgrading, expanding, and/or equipping the Stephenson Building to be used as part of the City's park system, including ADA and restroom improvements, with such facility to include meeting spaces that will be generally accessible to the public; (5) acquiring, constructing, improving, expanding, and equipping park and recreational facilities; (6) purchasing materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes in relation to the aforementioned capital improvements, including acquiring land for park and recreational purposes; and (7) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates.

The City Council tentatively proposes to consider for first and final reading at a meeting to commence at 6:00 p.m., on the [____] day of [____] 2025 at 511 Mercer Street Dripping Springs, Texas 78620, the passage of an ordinance authorizing the Certificates. The maximum amount of the Certificates that may be authorized for such purpose is \$14,500,000. The City Council presently proposes to provide for the payment of the Certificates from the levy and collection of ad valorem taxes in the City as provided by law and from a limited pledge of the surplus revenues derived from the operation of the City's wastewater system, after payment of all operation and maintenance expenses and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the revenues of the City's wastewater system, which amount shall not exceed \$5,000.

The following information is required pursuant to Texas Local Government Code, Section 271.049: As of February 4, 2025, the aggregate principal amount of all outstanding debt obligations of the City secured by and payable from ad valorem taxes is \$42,125,000. As of February 4, 2025, the combined principal and interest required to pay all outstanding debt obligations of the City secured by and payable from ad valorem taxes on time and in full is

[\$46,699,183]. The estimated combined principal and interest required to pay the Certificates on time and in full is \$20,091,812.50. The estimated interest rate for the Certificates is 4.22%. Such estimates take into account a number of factors, including the issuance schedule, maturity schedule and the expected ratings of the proposed Certificates. Such estimated interest rate is provided as a matter of information but is not a limitation on the interest rate at which the Certificates may be sold. The maximum maturity date of the Certificates is June 1, 2044.

CITY OF DRIPPING SPRINGS, TEXAS

CERTIFICATE FOR RESOLUTION NO. _____

THE STATE OF TEXAS
COUNTY OF HAYS
CITY OF DRIPPING SPRINGS

§
§
§

We, the undersigned officers and members of the City of Dripping Springs, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a **REGULAR MEETING ON THE 4TH DAY OF FEBRUARY, 2025**, and the roll was called of the duly constituted officers and members of the City, to-wit:

- Bill Foulds, Jr., Mayor
- Taline Manassian, Mayor Pro Tem, Council Member, Place 1
- Wade King, Council Member, Place 2
- Geoffrey Tahuahua, Council Member, Place 3
- Travis Crow, Council Member, Place 4
- Sherrie Parks, Council Member, Place 5

and all of the persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF OBLIGATION, AND OTHER MATTERS RELATED THERETO

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

3. The Mayor of the City has approved and hereby approves the Resolution; that the Mayor and the City Secretary of the City has duly signed the Resolution; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the 4th day of February, 2025.

City Secretary

Mayor

[CITY SEAL]



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

Submitted By: Diana Boone, City Secretary

Council Meeting Date: February 4, 2025

Agenda Item Wording: **Public Hearing and consideration of approval of an Ordinance Ordering the City of Dripping Springs 2025 Municipal General Election.**

Agenda Item Requestor: Diana Boone, City Secretary

Summary/Background:

The City must annually order/call the General Election held the first Saturday in May. The Texas Election Code requires the governing body to order the election for its officers and post notice of the order. The two year term for the following Council Seats are expiring on May 3, 2025:

- Council Member Place 1
- Council Member Place 3
- Council Member Place 5

Applications for a Place on the Ballot can be submitted to the City Secretary’s Office in person, at 1042 Event Center Drive, sent by mail to P.O Box 384, or by email: dboone@cityofdrippingsprings.com

Board Recommendations:

Recommended Council Actions: Staff recommends approval.

- Attachments:**
1. Ordinance
 2. Blank Ordering of Election Form

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2025-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER PLACE 1, COUNCIL MEMBER PLACE 3, AND COUNCIL MEMBER PLACE 5; MAKING PROVISIONS FOR CONDUCTING THE ELECTION; AND, RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE HOLDING OF SUCH ELECTION.

WHEREAS, the regular municipal election day for the City of Dripping Springs, Texas (“City”), is the uniform election day occurring the first Saturday on May 3, 2025; and

WHEREAS, the terms for Council Member Place 1, Council Member Place 3, and Council Member Place 5, are scheduled to expire at the next uniform election date of May 3, 2025; and

WHEREAS, Section 3.004 of the Texas Election Code requires the governing body of a city to order an election for its officers and post notice or Order of Election (*Attachment “A”*).

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, THAT:

1. GENERAL MUNICIPAL ELECTION

- A.** A General Municipal Election (the “Election”) is hereby ordered to elect municipal officers for Council Member Place 1, Council Member Place 3, and Council Member Place 5, and shall be held on the next uniform election day of May 3, 2025.
- B.** Applications for Place on the Ballot shall be submitted to the City Secretary beginning January 15, 2025, through February 14, 2025, 8:00 a.m. – 5:00 p.m., excluding holiday closures and weekends. Application may be submitted in person at 1042 Event Center Dr., Dripping Springs, Texas, by email to dboone@cityofdrippingsprings.com, or by USPS Mail addressed to the attention of the City Secretary at P.O. Box 384, Dripping Springs, Texas 78620. Mailed applications must be received by 5:00 p.m., Friday, February 14, 2025.
- C.** The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided for by the Election Code. Such drawing shall be held February 21, 202, at 9:00 a.m. at City of Dripping Springs Development Services Building located at 661 West Highway 290, Dripping Springs, Texas.

2. APPOINTMENTS

- A. The City Council hereby appoints Hays County Elections Administrator Jennifer Doinoff to serve as the Election Officer and Early Voting Clerk in order to perform and supervise the duties and responsibilities of the Election Officer and Early Voting Clerk, and as outlined in the Joint Election Agreement and Election Services Contract executed February , 2025.
- B. The City Council hereby delegates to the Elections Officer the authority to appoint election day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet eligibility requirements of Election Code Chapter 32.
- C. The election judge shall make clerk appointments in consultation with the Election Officer, who will ensure election precincts subject to Election Code Section 272.002 and 272.009, have a bilingual clerk appointed.

3. BALLOTS BY MAIL

Applications for Ballot by Mail (“ABBM”) shall be mailed to Jennifer Doinoff, Hays County Elections Administrator, 120 South Stagecoach Trail, San Marcos, Texas 78666-5260, or may be submitted in person to Hays County Elections, 120 South Stagecoach Trail, San Marcos, Texas 78666-5268.

4. PRECINCTS & POLLING PLACES

- A. The corporate city limits of the City of Dripping Springs, Texas are hereby designated as the voting precinct for this Election.
- B. The City shall provide at least one polling place located in the corporate city limits.
- C. The City participates in Countywide polling, and registered voters of the City of Dripping Springs may vote at any polling location within Hays County.
- D. Polling places and hours of operation shall be determined by vote of the Hays County Commissioner’s Court. Election day polling places shall be open 7:00 a.m. – 7:00 p.m.
- E. The City shall post notice of Polling Places and hours of operation on the form prescribed by the Texas Secretary of State, and no later than April 11, 2025.

5. EARLY VOTING BY PERSONAL APPEARANCE

- A. The City shall provide Early Voting by Personal Appearance as required by Texas Election Code Chapter 85.

B. Early Voting polling places and hours of operation shall be determined by vote of the Hays County Commissioner’s Court.

C. The City shall post notice of Polling Places and hours of operation on the form prescribed by the Texas Secretary of State, and no later than February 14, 2025

6. CANVASSING OF RETURNS

The Hays County Elections Administrator shall make a written return of the Election results to the City Council in accordance with the Texas Elections Code. The City Council shall canvass the returns and declare the results of the Election in accordance with the Texas Election Code.

7. NOTICE OF ELECTION

Notice of Election (*Attachment “A”*) and Order of Election (*Attachment “B”*) shall be published one time in both the English and Spanish languages, in a newspaper published within the Dripping Springs’ territory at least ten (10) days and no than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board used by the City Council to post notices of its City Council meetings no later than the twenty-first (21st) day before the Election.

8. INFORMATION IN SPANISH

Notices, instructions, ballots and other written material pertaining to the Election shall be translated into the Spanish language. This material shall be furnished to voters in both English and Spanish in order to enable voters to properly participate in the election process. In addition, the City shall provide the services of a translator speaking both English and Spanish languages to voters who notify the City of the need for such services.

9. AUTHORIZATION TO EXECUTE

The Mayor of the City of Dripping Springs is authorized to execute, and the City Secretary is authorized to attest this Ordinance on behalf of the City Council. The Mayor is further authorized to do all other things legal and necessary in connection with the ordering, holding and consummation of the Election.

10. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

11. PROPER NOTICE & MEETING

A quorum of the City Council was present at the meeting at which this Ordinance was adopted. The meeting was open to the public and public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government.

PASSED & APPROVED this, the ____ day of February 2025, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES ORDEN DE ELECCIÓN GENERAL PARA MUNICIPIOS

An election is hereby ordered to be held on ____/____/____ for the purpose of voting on:
(date)
(Por la presente se ordena celebrar una elección el ____/____/____ con el propósito de votar sobre.)
(fecha)

List Offices/Propositions/Measures on the ballot *(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)*

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
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Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
-------------------------	----------------------

Early voting by personal appearance will be conducted each weekend at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
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Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
-------------------------	----------------------

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

Address (Dirección)

City (Ciudad) Zip Code (Código Postal)

Telephone Number (Número de teléfono)

Email Address (Dirección de Correo Electrónico)

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

_____/_____/_____.
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

_____/_____/_____.
(date)(fecha)

Issued this _____ day of _____, 20____.
(day) (month) (year)

(Emitida este día _____ de _____, 20____.)
(día) (mes) (año)

Signature of Mayor (Firma del Alcalde)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Instruction Note: A copy of this election order must be delivered to the **County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.**

Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

CIUDAD DE DRIPPING SPRINGS

ORDENANZA NÚM. 2025-_____

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE DRIPPING SPRINGS, TEXAS, CONVOCANDO LA ELECCIÓN GENERAL PARA FUNCIONARIOS QUE SE CELEBRARÁ DENTRO DE DICHA MUNICIPALIDAD EL 3 DE MAYO DE 2025, PARA EL PROPÓSITO DE ELEGIR UN MIEMBRO DEL CONSEJO PARA EL LUGAR 1, UN MIEMBRO DEL CONSEJO 3 Y UN MIEMBRO DEL CONSEJO 5; Y HACIENDO PROVISIÓN DE LA CELEBRACIÓN DE LA ELECCIÓN Y RESOLVIENDO OTROS ASUNTOS INCIDENTES Y RELACIONADOS A LA CELEBRACIÓN DE TAL ELECCIÓN.

CONSIDERANDO QUE, la fecha electoral regular municipal para la Ciudad de Dripping Springs, Texas (“Ciudad”), es la fecha electoral uniforme que ocurre el primer sábado, el 3 de mayo de 2025; y

CONSIDERANDO QUE, los términos para el Concejal Lugar 1, el Concejal Lugar 3, y el Concejal Lugar 5 están programados para expirar la próxima fecha electoral uniforme; y

CONSIDERANDO QUE, la Sección 3.004 del Código Electoral de Texas requiere que el cuerpo gubernamental de una ciudad convoque una elección para sus funcionarios y publique aviso u Orden de Elección.

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE DRIPPING SPRINGS, TEXAS, ORDENA QUE:

1. ELECCIÓN GENERAL MUNICIPAL

- A.** Por la presente se convoca una Elección (la “Elección”) para elegir a funcionarios municipales para Concejal Lugar 1, Concejal Lugar 3, y Concejal Lugar 5 y se celebrará la Elección la próxima fecha electoral uniforme el 3 de mayo de 2025.
- B.** Las solicitudes para un lugar en la boleta electoral se presentarán al Secretario de la Ciudad a partir del 15 de enero de 2025 hasta el 14 de febrero de 2025, de 8:00 a. m. a 5:00 p. m., excluyendo cierres por días festivos y fines de semana. La solicitud se puede presentar en persona en 1042 Event Center Dr., Dripping Springs, Texas, por correo electrónico a dboone@cityofdrippingsprings.com, o por correo postal de USPS dirigido a la atención del Secretario de la Ciudad en P.O. Box 384, Dripping Springs, Texas 78620. Las solicitudes enviadas por correo deben recibirse antes de las 5:00 p. m. del viernes 14 de febrero de 2025.
- C.** El orden en que se imprimirán los nombres de los candidatos en la boleta se determinará mediante un sorteo realizado por el Secretario de la Ciudad según lo dispuesto en el Código Electoral. Dicho sorteo se llevará a cabo el 21 de febrero de 2025 a las 9:00 a. m. en el Edificio

de Servicios de Desarrollo de la Ciudad de Dripping Springs ubicado en 661 West Highway 290, Dripping Springs, Texas.

2. NOMBRAMIENTOS

- A. Por la presente, el Concejo Municipal nombra a la Administradora Electoral del Condado de Hays Jennifer Doinoff para que se desempeñe como Oficial Electoral y Secretaria de Votación Anticipada con el fin de realizar y supervisar los deberes y responsabilidades del Oficial Electoral y la Secretaria de Votación Anticipada, y como se describe en el Acuerdo de Elección Conjunta. y Contrato de Servicios Electorales ejecutado el ____ de febrero de 2025.
- B. Por la presente, el Concejo Municipal le delega la autoridad a la Administradora Electoral para nombrar al Juez Electoral y al Juez Electoral Alterno, jueces de la estación de acumulación central, y el juez presidente de la Junta de Votación Anticipada (EVBB), todos los cuales deberán cumplir con los requisitos de elegibilidad del Capítulo 32 del Código Electoral.
- C. El juez electoral designará a los secretarios en consulta con el Oficial Electoral, quien garantizará que los distritos electorales sujetos a las Secciones 272.002 y 272.009 del Código Electoral tengan designado un secretario bilingüe.

3. BOLETA POR CORREO

Las solicitudes de boleta por correo (“ABBM”) se enviarán por correo a Jennifer Doinoff, Administradora de Elecciones del Condado de Hays, 120 South Stagecoach Trail, San Marcos, Texas 78666-5260, o se pueden presentar en persona a Elecciones del Condado de Hays, 120 South Stagecoach Trail , San Marcos, Texas 78666-5268.

4. DISTRITOS ELECTORALES Y LUGARES DE VOTACIÓN

- A. Por la presente, se designan los límites territoriales de la Ciudad de Dripping Springs como el distrito electoral para esta Elección.
- B. La Ciudad deberá proporcionar al menos un lugar de votación ubicado dentro de los límites corporativos de la ciudad.
- C. La Ciudad participa en las votaciones en todo el condado y los votantes registrados de la Ciudad de Dripping Springs pueden votar en cualquier lugar de votación dentro del Condado de Hays.
- D. Los lugares de votación y los horarios de funcionamiento se determinarán mediante votación del Tribunal del Comisionado del Condado de Hays. Los lugares de votación el día de las elecciones estarán abiertos de 7:00 a. m. a 7:00 p. m.
- E. La Ciudad publicará avisos de los lugares de votación y los horarios de operación en el

formulario prescrito por el Secretario de Estado de Texas, y a más tardar el 11 de abril de 2025.

5. LA VOTACIÓN ADELANTADA EN PERSONA

- A. La Ciudad proporcionará votación anticipada mediante comparecencia personal según lo exige el Capítulo 85 del Código Electoral de Texas.
- B. Los lugares de votación anticipada y los horarios de funcionamiento se determinarán mediante votación del Tribunal del Comisionado del Condado de Hays.
- C. La Ciudad publicará avisos sobre los lugares de votación y los horarios de operación en el formulario prescrito por el Secretario de Estado de Texas, y a más tardar el 14 de febrero de 2025.

6. EL ESCRUTINIO DE LOS VOTOS

La Administradora Electoral del Condado de Hays hará un informe escrito de los resultados de la Elección al Concejo Municipal de acuerdo con el Código Electoral de Texas. El Concejo Municipal hará un escrutinio de los resultados y declarará los resultados de la Elección de acuerdo con el Código Electoral de Texas.

7. AVISO DE ELECCIÓN

Se publicará Aviso de Elección (*Attachment "A"*) y Orden de elección (*Attachment "B"*) una vez en ambas lenguas inglés y español, en un periódico publicado dentro de los límites de Dripping Springs por lo menos diez (10) días y no más de treinta (30) días antes de la Elección y de cualquier otra manera que sea requerida por el Código Electoral de Texas. Se publicará el Aviso de la Elección en el tablón que el Concejo Municipal utiliza para publicar avisos de las reuniones del Concejo Municipal no más tarde del vigésimo primer (21er) día antes de la Elección.

8. INFORMACIÓN EN ESPAÑOL

Se traducirán avisos, instrucciones, boletas y otros materiales escritos que pertenecen a la Elección a la lengua española. Se proporcionarán estos materiales a los votantes en ambos inglés y español para posibilitar que los votantes participen adecuadamente en el proceso electoral. Además, la Ciudad les proporcionará los servicios de un traductor que habla ambas lenguas inglés y español a los votantes que notifican a la Ciudad de la necesidad de tales servicios.

9. AUTORIZACIÓN PARA EJECUTAR

El alcalde de la ciudad de Dripping Springs está autorizado a ejecutar y el secretario de la ciudad está autorizado a dar fe de esta Ordenanza en nombre del Concejo Municipal. El Alcalde está además autorizado a hacer todas las demás cosas legales y necesarias en relación con la ordenación, celebración y consumación de la Elección.

10. FECHA DE ENTRADA EN VIGOR

Esta Ordenanza entrará en vigor inmediatamente a partir de su aprobación.

11. AVISO APROPIADO Y LA REUNIÓN

Un quórum del Concejo Municipal estuvo presente en la reunión en la cual se aprobó esta Ordenanza. La reunión estuvo abierta al público y se dio aviso público de la hora, lugar, y propósito de dicha reunión como se requiere la Ley de Reuniones Abiertas, Capítulo 551 del Código Gubernamental de Texas.

APROBADO, este, _____ día de febrero de 2025, por un voto de __ (a favor) a __ (en contra) a __ (abstenciones) del Concejo Municipal de Dripping Springs, Texas.

Ciudad de Dripping Springs:

Bill Foulds, Jr., Alcalde

DAR FE:

Diana Boone, Secretario de la Ciudad



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: February 4, 2025

Agenda Item Wording: Discuss and Consider approval of a Resolution Accepting the Petition Requesting the Consent of the City of Dripping Springs for Driftwood Conservation District to Annex Certain Property in the District

Agenda Item Requestor: Andrew Barrett

Summary/Background:

The 85th Texas Legislature created the Driftwood Conservation District in 2017. The District, despite its name, is essentially a Municipal Utility District. It is part of a high-end Golf Course Development in Driftwood, Hays County, Texas. The initial district acreage was approximately 522 acres. Driftwood Conservation District is within the City of Dripping Springs' extraterritorial jurisdiction.

Since its creation, Driftwood Conservation District has conducted confirmation, director and bond elections.

Driftwood Conservation District has received three separate petitions from landowners seeking to be annexed into the District boundaries. The first petition was in 2018 and sought to add approximately 37 acres to the District. The District approved the petition in February 2019.

The second Petition for Annexation of Property was filed in September 2019. In this Petition, the Petitioners sought to add approximately 119 acres. The District approved this second petition in October 2019.

The third Petition for Annexation of Property, seeking annexation of approximately 44 acres, was filed in March 2020 and approved in April 2020.

In 2021, the Texas Legislature, through SB 2183, redefined the boundaries of Driftwood Conservation District to confirm and validate the previous annexations. At that time, the District was approximately 723 acres.

In 2023, the District, upon Petition by the landowner, annexed an additional 13.9499 acres, making the current boundaries to approximately 738 acres.

The City of Dripping Springs has consented to all four of the annexations.

The District is now seeking to annex approximately 95 acres that is owned by numerous owners. All property owners have signed the annexation petitions and those are on file. This annexation would bring total acreage to approximately 828 acres. The properties being annexed all receive services from the District and are being developed under the approved Development Agreement.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Approve as presented.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2025-R-__

A RESOLUTION ACCEPTING THE PETITION REQUESTING THE CONSENT OF THE CITY OF DRIPPING SPRINGS FOR DRIFTWOOD CONSERVATION DISTRICT TO ANNEX CERTAIN PROPERTY IN THE DISTRICT

WHEREAS, by Resolutions No. 2017-17, 2018-R25 and 2019 R06, 2019-R37, 2020-R18 and Resolution 2023-R10, the City of Dripping Springs, Texas (the “City”) consented to the creation of the Driftwood Conservation District, subject to certain conditions and restrictions and consented to the annexation of certain other property into the District;

WHEREAS, The City has received a Petition formally requesting that the City consent to the annexation of approximately 91 acres of land (described by the Field notes and Map attached as Exhibit A and B) into the Driftwood Conservation District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, as follows:

Section 1. The petition requesting consent of the City for the Driftwood Conservation District annexing certain property identified in Exhibit A (attached hereto) into the Driftwood Conservation District is granted.

Section 2. The Mayor of the City of Dripping Springs is authorized and directed to execute this Resolution Consenting to the Driftwood Conservation District’s annexation of certain property into the District.

PASSED AND APPROVED ON this ____ of _____, 2025.

Bill Foulds, Mayor

ATTEST

Diana Boone, City Secretary

STATE OF TEXAS §
COUNTY OF HAYS §

PETITION REQUESTING CONSENT OF CITY OF DRIPPING SPRINGS TO DRIFTWOOD CONSERVATION DISTRICT ANNEXING CERTAIN PROPERTY INTO THE DISTRICT

To the City of Dripping Springs:

The undersigned Petitioners (the "Petitioners"), being the persons who hold title to land which represents a majority in value of the land, as indicated by the tax rolls of Hays County, Texas, hereinafter described by metes & bounds, and acting pursuant, among other provisions, to the provisions of Chapters 49 and 54 of the Texas Water Code, hereby petition the City of Dripping Springs (the "City") to consent to the annexation of certain property into the Driftwood Conservation District as described herein:

I. Requested Action

Petitioners request that the City consent to the annexation of the approximately 96.1729 acres of land in separate tracts, within the extraterritorial jurisdiction of the City of Dripping Springs, Texas into Driftwood Conservation District.

Driftwood Conservation District (the "District") is a district duly created by the Texas Legislature, HB 4301, Acts of the 85th Legislature, Regular Session, 2017 and codified a Subtitle F, Title 6, Special District Local Laws Code and the District operates under the authority of Chapters 49 and 54 of the Texas Water Code as well as Chapter 375 of the Texas Local Government Code and amended by SB 2183 in the 87th Legislation Session.

II. Description of Land to be Included

The District contains an area of approximately 737.39 acres of land, situated wholly within Hays County, Texas. The property to be included is approximately 91 acres in five separate tracts and is generally described by metes and bounds in **Exhibit A**, (the "Property") and shown on the map attached as **Exhibit B**. The Property is at least partially within the extraterritorial jurisdiction of the City of Dripping Springs, Texas. Petitioners formally request the City's consent to the annexation of the property into the District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

IV. Ownership of Land to be Included

The Petitioners hold fee simple title to Property within the proposed District, and are the owners of more than fifty percent (50%) in value of the land therein as shown on the tax rolls of Hays County, Texas.

The Petitioners certify and agree that:

- (1) there are no persons residing on the Property, other than certain of the Petitioners, to be included in the District.

WHEREFORE, Petitioners request that this Petition for Consent be properly considered and granted.

SIGNATURE PAGES FOLLOW

RESPECTFULLY SUBMITTED this ____ day of _____, 2024.

**DRIFTWOOD GOLF CLUB
DEVELOPMENT, INC.**

a Delaware Corporation

By: _____
Schuyler Joyner
Vice President

STATE OF ARIZONA §
COUNTY OF MARICOPA §

This instrument was executed by Schuyler Joyner, Vice President of Driftwood Golf Club Development, Inc., a Delaware corporation before me on this, the ____ day of _____, 2024.

Notary Public, State of Arizona

Printed Name: _____

My Commission Expires: _____

DRIFTWOOD DLC INVESTOR I, LP, A
DELAWARE LIMITED PARTNERSHIP

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2024, by
_____, the _____ of
_____, a _____, on behalf of
the _____.

Notary Public

My commission expires: _____

(SEAL)

EXHIBIT A

EXHIBIT B



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: January 21, 2025

Agenda Item Wording: Discuss and Consider an Agreement between the City of Dripping Springs and the Dripping Springs Water Supply Corporation regarding the Provision of Retail Water Service to the Anarene West Property and the Cannon Retail Property *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background:

This Agreement is pursuant to the May 28, 2002 Settlement Agreement between the City of Dripping Springs and the Dripping Springs Water Supply Corporation. This Agreement memorializes that the DSWSC is relinquishing the right to provide retail water service to the above referenced properties and allowing the City of Dripping Springs to become the retail water provider. The DSWSC approved this Agreement at a Board Meeting in December 2024.

Commission Recommendations: N/A

Recommended Council Actions: Approve as presented.

AGREEMENT REGARDING RETAIL WATER SERVICE AREAS

This Agreement Regarding Retail Water Service Areas (“Agreement”) is made and entered into for the purposes and consideration set forth herein as of the Effective Date set forth below by and between the CITY OF DRIPPING SPRINGS, TEXAS, a general law City (“the City”), and the DRIPPING SPRINGS WATER SUPPLY CORPORATION (“DSWSC”), a Texas nonprofit, member-owned water supply corporation. The City and DSWSC are hereinafter collectively referred to herein as the “Parties.”

WHEREAS, The City and DSWSC are parties to the Settlement Agreement and Water and Wastewater Service Agreement by and between the City and DSWSC (effective May 28, 2002) (hereafter “Settlement Agreement”).

WHEREAS, Exhibit “A” of the Settlement Agreement (also attached hereto as Exhibit “A”) identifies certain geographic areas where retail water service will be provided by either the DSWSC or the City, and for which one of the Parties will have the primary right as between the Parties to provide water service pursuant to Article I of the Settlement Agreement (“Service Areas”).

WHEREAS, on June 24, 2024 at a duly called meeting, DSWSC voted 4-1 in favor of a motion to relinquish retail water service area for the Anarene West Property (identified in red at Exhibit “B”) to the City. The City accepted the Anarene West Property into its Service Area.

WHEREAS, Although the City and DSWSC had discussed the possibility of having DSWSC provide retail water service to the property identified at Exhibit “C” and known as the “Cannon Retail Property”, both the City and DSWSC have concluded the City should retain the Cannon Retail Property in the City’s Service Area. The Cannon Retail Property is already in the City’s Service Area.

WHEREAS, Notwithstanding Exhibit “A” of the Settlement Agreement, because the geographic areas identified on Exhibit “A” of the Settlement Agreement do not always follow property lines in a manner that makes sense for development, to avoid confusion and disputes, and for the convenience of the City and DSWSC, the Parties enters into this Agreement to describe the primary water service area of the Parties with respect to the Cannon Retail Property and the Anarene West Property.

NOW, THEREFORE, for value received, including the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. The following terms shall be defined as follows for purposes of this Agreement:

1. "Water Provider" shall mean the entity that shall provide retail water service, to the exclusion of the other Party for the designated property.

B. Water Provider

1. Consistent with Exhibit A, the City shall be the Water Provider for the Cannon Retail Property and shall retain the Cannon Retail Property in its Service Area.
2. Notwithstanding Exhibit A to the Settlement Agreement, the City shall be the Water Provider for the Anarene West Property and DSWSC has relinquished Service Area for the Anarene West Property to the City.

C. Miscellaneous

1. Other than changing Water Provider for the Anarene West Property, nothing in this Agreement should be construed as amending or affecting the Settlement Agreement.
2. No Third-Party Beneficiaries. This Agreement between the City and DSWSC shall not confer any rights on third parties with respect to utility service, and in particular shall not independently create any rights in third parties to water service.
3. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part thereof, and the remaining provisions thereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision therein, there will be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
4. This Agreement may be modified or amended only in writing signed by both the City and DSWSC. This Agreement was prepared and drafted jointly by legal counsel representing the City and DSWSC. The City and DSWSC acknowledge that each one of them and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments thereto.
5. This Agreement shall be binding on the City and DSWSC and their successors and assigns.
6. This Agreement may not be assigned in whole or in part without the express written consent of the non-assigning party.
7. All exhibits attached hereto are incorporated herein by reference for all purposes.

- 8. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- 9. Any action at law or in equity brought to enforce any provision of this Agreement shall be brought in a State court of competent jurisdiction with venue in Hays County, Texas, unless statutes provide for another mandatory venue.
- 10. The parties agree to attempt informal resolution of any disputes regarding this Agreement.
- 11. The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.
- 12. This Agreement may be executed in multiple originals, either copy of which shall be considered to be an original.
- 13. The signatories hereto represent and affirm that they have the authority to execute and bind the party on whose behalf they sign below.
- 14. Effective Date. This Agreement is effective as of October 22, 2024 (“Effective Date”).

THE CITY OF DRIPPING SPRINGS, TEXAS

Attest:

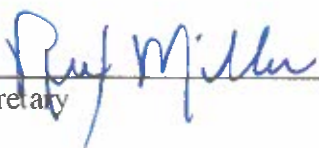
City Secretary

By: _____
Bill Foulds, Mayor

Date: _____

DRIPPING SPRINGS WATER SUPPLY CORPORATION

Attest:



Secretary

By: 

Name:
Title: **PRESIDENT**

Date: **11-18-24**



To: Mayor Bill Foulds Jr. & City Council
From: Tory Carpenter, AICP – Planning Director
Date: January 21, 2025
RE: Big Sky Drip Fields License Agreement

I. Background

Big Sky Development is in the process of constructing a temporary wastewater treatment plant (WWTP) to serve as an interim solution for wastewater treatment until the City’s treatment plant has the capacity to accommodate additional flows. To support this temporary system, the developer has requested the use of drip fields to manage treated effluent. The specific area requested for drip field installation is a portion of parkland that was swapped with the developer in 2019 for the right-of-way for Founders Park Road.

The Texas Parks & Wildlife Department has granted approval to allow the use of this parkland. Once the temporary WWTP is no longer required, the drip fields will be abandoned in place. The City will then have the opportunity to connect its effluent line to the system for continued irrigation use once there is excess effluent generated from the City-run plant.

II. Parkland Characteristics

The parkland requested for this use is predominantly vegetative turf, with a pedestrian path running through the area that will remain undisturbed. There are several trees primarily along the fence line abutting Founders Park. Staff was made aware that the developer previously removed three trunks from two separate oak trees without authorization from the City. The total number of caliper inches removed is approximately 34”.

III. Agreement Conditions

The draft license agreement includes the following key provisions:

1. **No Further Tree Removal:** No additional trees may be removed from the parkland or the drip field area. If any trees are removed as part of the installation or operation of the drip fields, they must be replaced according to the aggregate Caliper Inches of the removed trees, as defined in the agreement.
2. **Tree Mitigation:** The developer, Meritage Homes, is responsible for replacing any trees removed during the installation of the drip field facilities. Mitigation is calculated at a rate of 1:1 for removed standard trees and 3:1 for removed heritage tree. The replanting must

occur within 60 days of the completion of the drip fields, unless extended by a written agreement with the City. The tree species and planting locations must be approved by the City to ensure compliance with local ordinances.

3. **Maintenance:** The HOA will assume responsibility for the long-term maintenance of the drip field facilities.

IV. Parks & Recreation Commission

Staff presented the request of a license agreement and the removal of trees with the Parks & Recreation Commission on October 16, 2024 and November 20, 2024. The Commission directed staff to require mitigation for the trees that were removed.

V. Recommendation

Staff recommends approval of the license agreement allowing the use of the parkland for drip fields to serve the temporary wastewater treatment plant for the Big Sky development as outlined in the attached agreement.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into as of October __, 2024 (the "Effective Date") by and between the CITY OF DRIPPING SPRINGS, TEXAS (the "City"), MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company ("Meritage"), and BIG SKY RANCH RESIDENTIAL COMMUNITY, INC., a Texas non-profit corporation (the "HOA").

WHEREAS, Meritage desires the right to enter upon that certain real property owned by the City that is further described and/or depicted in Exhibit A attached hereto (the "Property") for the purpose described in this Agreement, and City desires to grant a license for such purpose subject to and in accordance with this Agreement; and

WHEREAS, the HOA and the City desire to enter into this Agreement to provide for the HOA's maintenance obligations with respect to the Drip Field Facilities (as hereinafter defined).

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. From and after the date hereof, Meritage and its agents, employees, contractors and subcontractors, shall have the non-exclusive right and license, which shall be coupled with an interest and be irrevocable, to enter upon the Property to place and install a customary drip field with subsurface irrigation piping and related facilities (the "Drip Field Facilities") in connection with the development of Meritage's adjacent real residential subdivision commonly known as Big Sky Ranch and having a legal description of BIG SKY RANCH PHASE ONE AT DRIPPING SPRINGS, BLOCK 1, Lot 8, ACRES 4.15 (the "Subdivision"). The license granted under this Section shall terminate upon the completion, and acceptance by the City of, the Drip Field Facilities (the "Termination Date"). Notwithstanding the foregoing, (a) from and after the Termination Date, the HOA and its agents, employees, contractors and subcontractors, shall have the non-exclusive right and license, which shall be coupled with an interest and be irrevocable, to enter upon the Property to maintain the Drip Field Facilities, and (b) the HOA shall be responsible for maintaining the Drip Field Facilities in good condition and repair after the Termination Date, which obligation shall expressly survive the Termination Date.

2. Tree Planting. No additional protected trees (as defined in the most recently adopted tree preservation and landscape ordinance) may be removed from the Drip Field. Upon completion of the Drip Field Facilities, and in recognition of the measures Meritage is taking to ensure no further trees will need to be removed, Meritage shall replant the equivalent of 78 Caliper Inches of replacement trees or other vegetation of species and at locations approved by the City. For purposes of this Agreement, "Caliper Inches" shall be defined as the diameter of a tree trunk measured at six (6) inches above ground level for trees up to four (4) inches in diameter, and at twelve (12) inches above ground level for trees larger than four (4) inches in diameter. Replanting must occur within sixty (60) days of the completion of the Drip Field Facilities unless otherwise extended by written agreement with the City. The obligations of this section shall expressly survive the Termination date.

3. Insurance. At any time while Meritage, the HOA or its contractors, subcontractors, agents or employees are conducting construction or maintenance activities on the Property, such party shall obtain and maintain in full force and effect, at its own expense: (a) a policy of insurance written by one or more responsible insurance carrier(s) which will include City as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Property arising from Meritage’s or the HOA’s (as applicable) activities on such property, and the combined single limit of liability under such insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (b) all employee’s compensation insurance required under applicable Worker’s Compensation Acts. To ensure that the required insurance coverage reflects inflation and maintains its adequacy over time, the minimum liability coverage limits specified in subsection (a) shall be automatically increased every five (5) years, beginning on the fifth anniversary of the Effective Date of this Agreement. The increase shall be determined by the cumulative percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics (or any successor index thereto), measured from the Effective Date of the Agreement or the last date of adjustment, whichever is more recent. In no event shall the liability coverage limits be decreased below the original amounts specified, regardless of any change in the CPI-U.

4. Indemnification. MERITAGE OR THE HOA (AS APPLICABLE) WILL INDEMNIFY, DEFEND AND HOLD CITY HARMLESS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, LIABILITIES AND LOSSES ARISING OUT OF PHYSICAL INJURY TO PERSONS OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY MERITAGE OR THE HOA (AS APPLICABLE) OR THEIR RESPECTIVE AGENTS, DESIGNEES OR REPRESENTATIVES WHILE PRESENT ON THE PROPERTY PURSUANT TO THIS AGREEMENT; PROVIDED, HOWEVER, MERITAGE’S OR THE HOA’S (AS APPLICABLE) OBLIGATIONS UNDER THIS SECTION SHALL NOT EXTEND TO (A) THE DISCOVERY OF ADVERSE CONDITIONS OR THE DISCOVERY, UNINTENTIONAL RELEASE, DISTURBANCE OR MOVEMENT OF ANY HAZARDOUS SUBSTANCE, (B) THE CONSEQUENCES OF THE NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT OF CITY OR ITS AGENTS OR CONTRACTORS, (C) ANY DIMINUTION IN VALUE IN THE PROPERTY ARISING FROM OR RELATED TO MERITAGE’S WORK ON THE PROPERTY PURSUANT TO THIS AGREEMENT.

5. Notices. No notice, request, demand, instruction, or other document to be given hereunder to a party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), delivered by air courier next-day delivery (e.g. Federal Express), delivered by US registered or certified mail, return receipt requested, sent via telecopier (with confirmed receipt), or sent via email as follows:

To City: City of Dripping Springs
511 Mercer Street
PO Box 384
Dripping Springs, Texas 78620
Attention: Ginger Faught, Deputy City Administrator
E-mail: gfaught@cityofdrippingsprings.com

To Meritage: Meritage Homes of Texas, LLC
12301 Research Blvd., Building 4 – 4th Floor
Austin, Texas 78759
Attention: Brandon Hammann
E-mail: brandon.hammann@meritagehomes.com

With A Copy To: Meritage Homes Corporation
18655 North Claret Dr., Suite 400
Scottsdale, Arizona 85255
Attention: Jay Berryman
E-mail: jay.berryman@meritagehomes.com

HOA: Big Sky Ranch Residential Community, Inc.
12301 Research Blvd., Building 4 – 4th Floor
Austin, Texas 78759
Attention: Brandon Hammann
E-mail: brandon.hammann@meritagehomes.com

4. Attorneys’ Fees. In the event of any action concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs and expenses of enforcing its rights hereunder, including reasonable attorneys’ fees.

5. Binding on Successors. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the parties hereto.

6. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

7. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

8. Entire Agreement. All recitals and exhibits referred to herein are attached hereto and incorporated herein by this reference. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto. The terms and provision of this Agreement shall be read together as a single, integrated document.

9. Cooperation. The parties agree to execute such additional documents and to perform such additional acts as may be reasonably necessary to affect the purpose and intent of this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

CITY:

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Name: _____
Its: _____

MERITAGE:

MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company

By: _____
Name: Brandon Hammann
Its: Vice President of Land Development

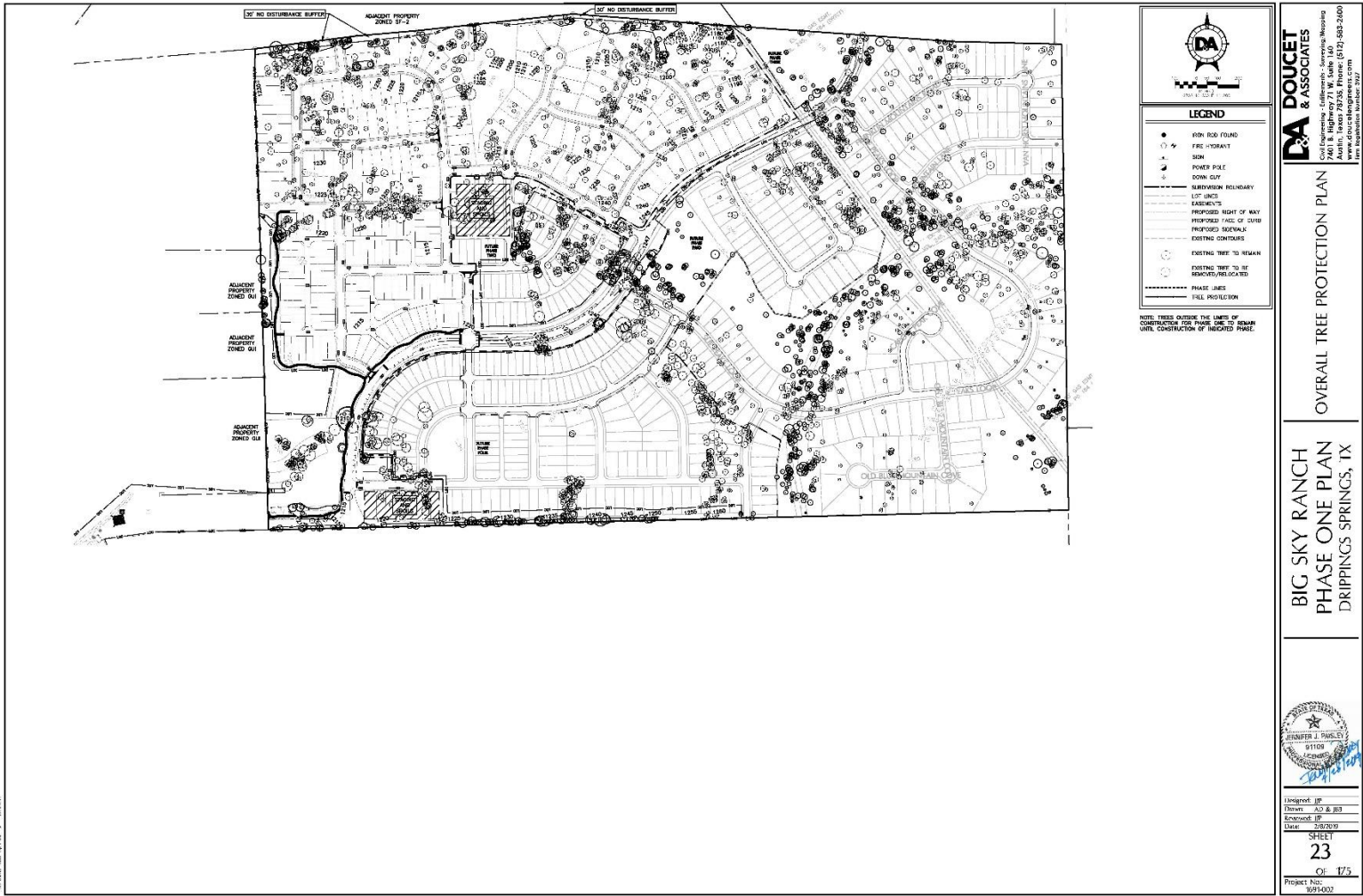
HOA:

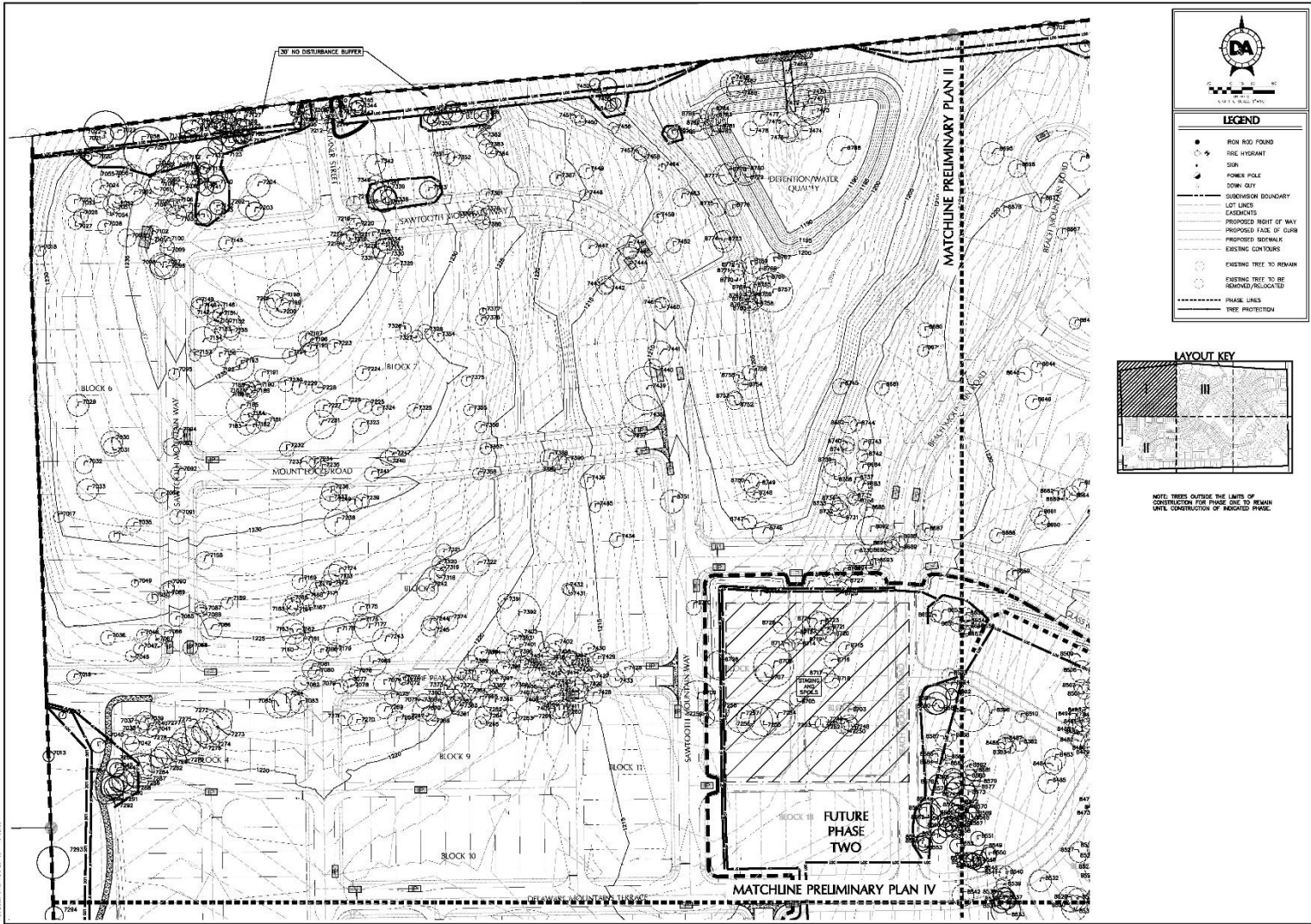
BIG SKY RANCH RESIDENTIAL COMMUNITY, INC., a Texas non-profit corporation

By: _____
Name: Brandon Hammann
Its: President

EXHIBIT B TO LICENSE AGREEMENT

TREE PROTECTION PLAN SURVEY12





DA DOUCET & ASSOCIATES
 Civil Engineering - Surveying - Surveying Mapping
 Austin, Texas 78735 Phone: (512) 883-2400
 www.doucetengineers.com
 11m Registration Number 2227

TREE PROTECTION PLAN I

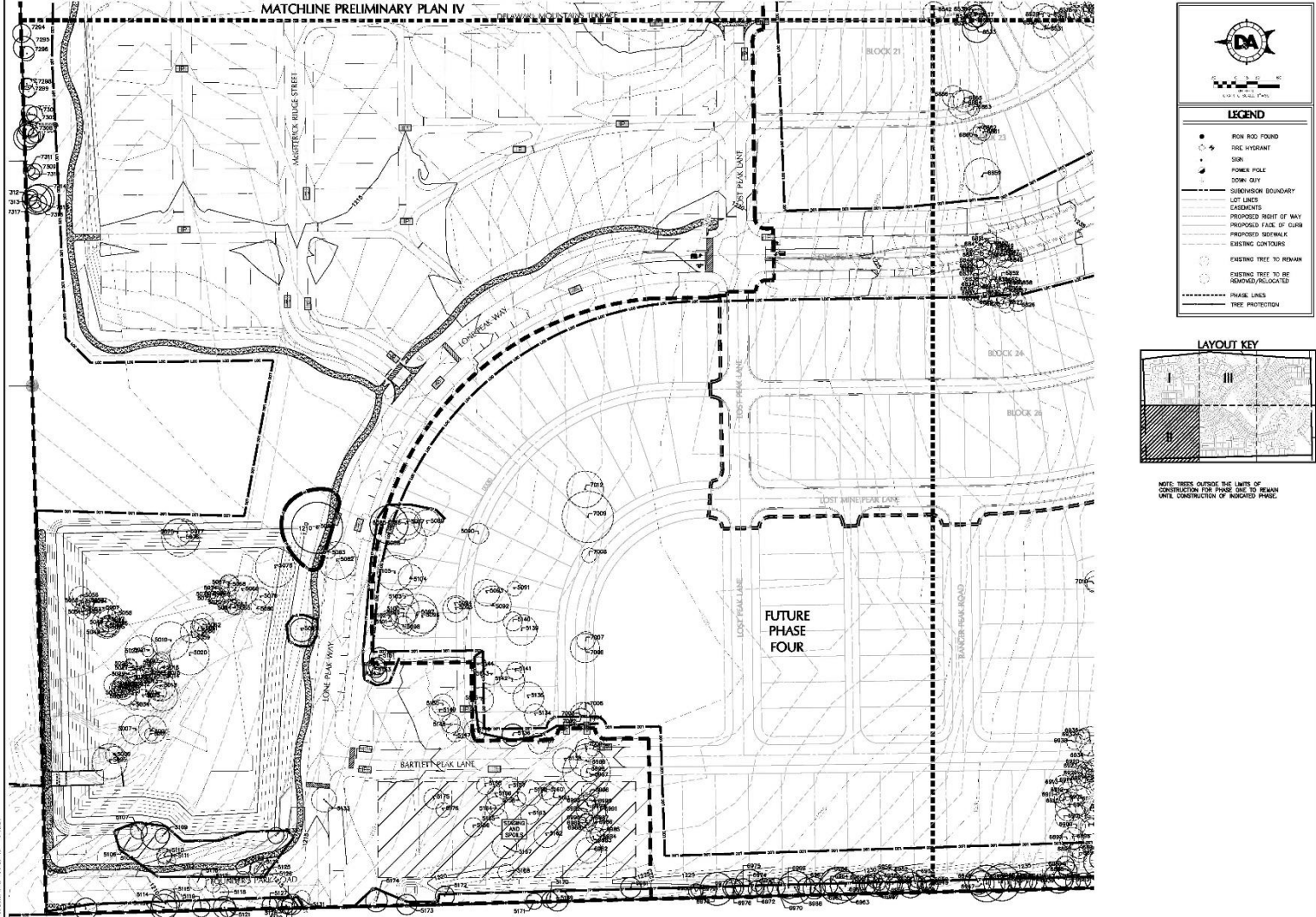
**BIG SKY RANCH
 PHASE ONE PLAN
 DRIPPING SPRINGS, TX**

SEMPER PAROLE
 01108
 (Seal)

Designed by: _____
 Drawn by: AJ & JBP
 Reviewed by: _____
 Date: 8/20/19

Sheet
24
 Of 175

Project No.: 1891402



DA DOUCET & ASSOCIATES
 Civil Engineering - Architecture - Surveying - Planning
 Austin, Texas 78735 - Phone: (512) 832-2400
 www.doucetengineers.com
 11th Edition November 2017

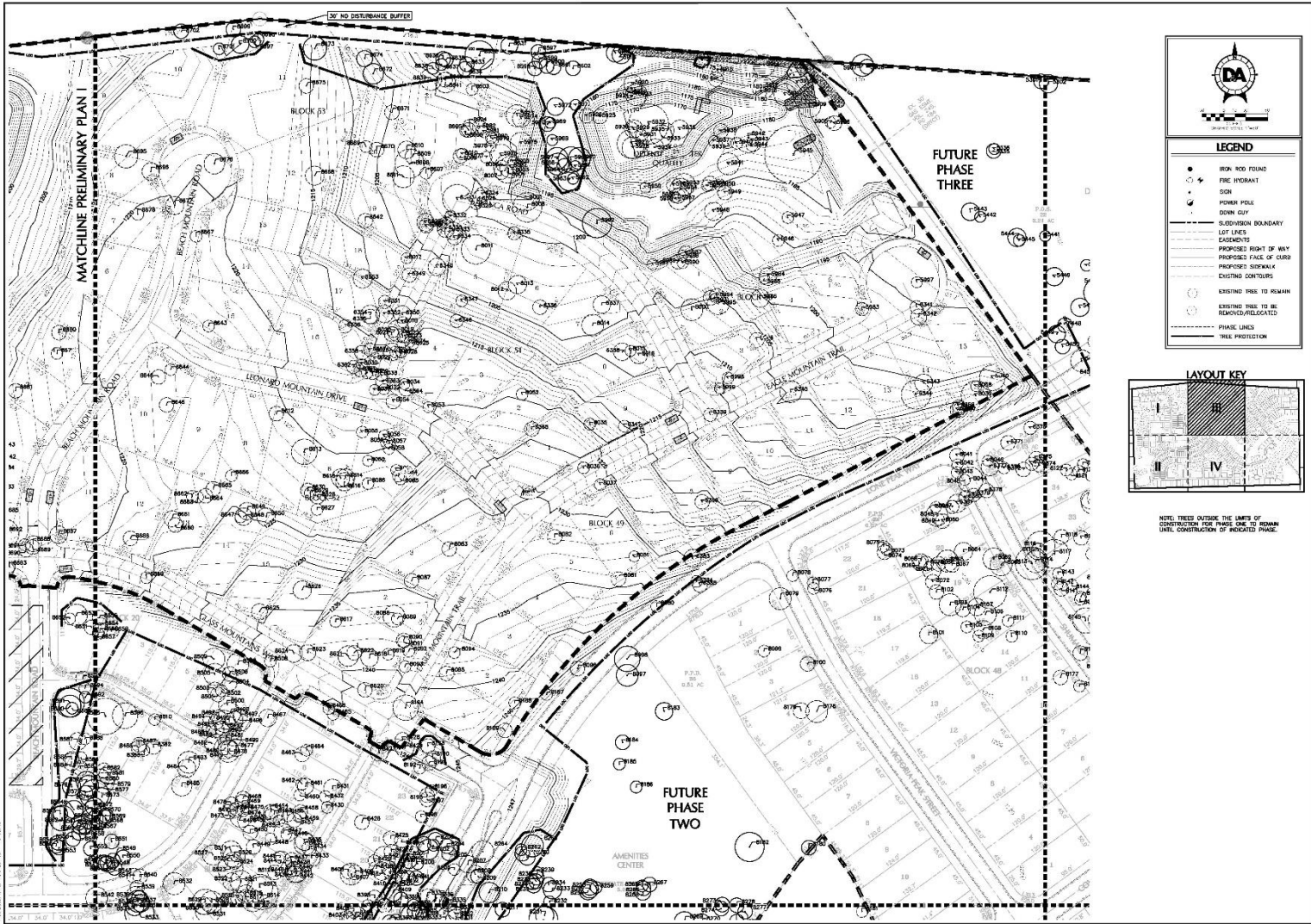
TREE PROTECTION PLAN II

**BIG SKY RANCH
 PHASE ONE PLAN
 DRIPPING SPRINGS, TX**

DESIGNED BY: JENNIFER J. PASLEY
 DRAWN BY: AJZ & JBB
 CHECKED BY: JPP
 DATE: 1/8/19

25 OF 175

Project No.: 1891402

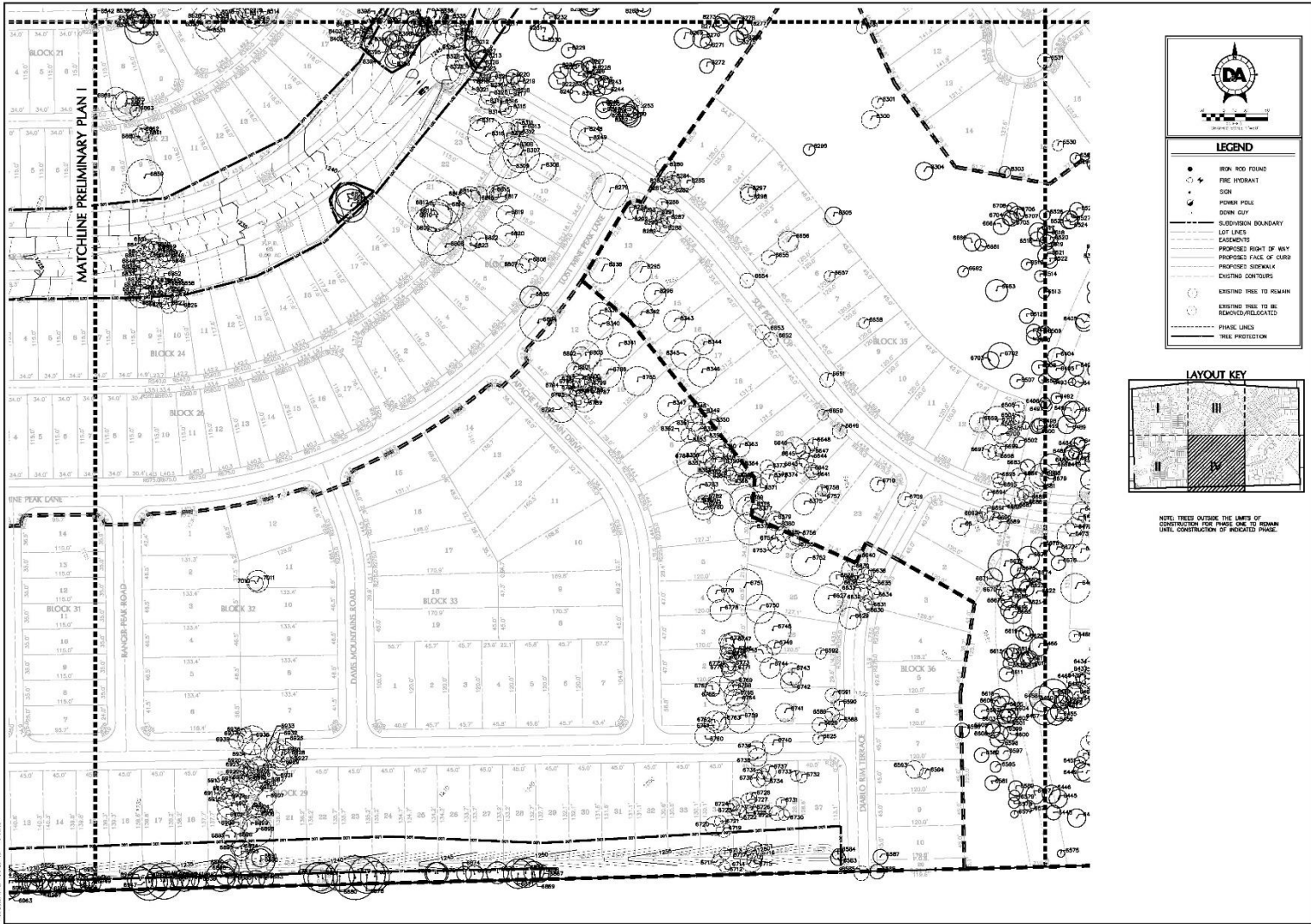


DA DOUCET & ASSOCIATES
 Civil Engineering - Surveying - Surveying Mapping
 Austin, Texas 78735 Phone: (512) 883-2400
 www.doucetengineers.com
 Tim Robertson, License # 2527

TREE PROTECTION PLAN III

**BIG SKY RANCH
 PHASE ONE PLAN
 DRIPPING SPRINGS, TX**

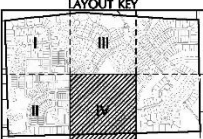
Designed: J.P.
Drawn: A.J. & J.P.
Reviewed: J.P.
Date: 08/20/19
SHEET 26
Of: 175
Project No.: 1891402



DA
DOUCET & ASSOCIATES

LEGEND

- IRON ROD FOUND
- ⚡ FIRE HYDRANT
- ⊙ SIGN
- ⊙ POWER POLE
- ⊙ DOWN GUY
- SUBDIVISION BOUNDARY
- LOT LINES
- EASEMENTS
- PROPOSED RIGHT OF WAY
- PROPOSED FACE OF CURB
- PROPOSED SIDEWALK
- EXISTING CONTOURS
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE DEMONSTRATED
- PHASE LINES
- TREE PROTECTION



NOTE: TREES OUTSIDE THE LIMITS OF CONSTRUCTION FOR PHASE ONE TO REMAIN UNLESS CONSTRUCTION OF PHASED PHASE.

DA DOUCET & ASSOCIATES
Civil Engineering - Surveying - Surveying Mapping
Austin, Texas 78735 Phone: (512) 882-2690
www.doucetengineers.com
EIN: 660809000

TREE PROTECTION PLAN IV

BIG SKY RANCH
PHASE ONE PLAN
DRIPPING SPRINGS, TX



Designed JJP
Drawn: AJG & JBP
Reviewed JJP
Date: 08/20/18
SHEET
27
Of 175
Project No.: 18014002

Block 100 - 100' x 100' (100' x 100')										Block 100 - 100' x 100' (100' x 100')										Block 100 - 100' x 100' (100' x 100')										Block 100 - 100' x 100' (100' x 100')										Block 100 - 100' x 100' (100' x 100')									
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TREE LIST I

**BIG SKY RANCH
PHASE ONE PLAN
DRIPPING SPRINGS, TX**



Designed by: J.P.
 Drawn by: A.S. & B.S.
 Reviewed by: J.P.
 Date: 2/10/2019

SHEET
28
 OF 175

Project No.:
 1891-002

DA DOUCET & ASSOCIATES
 Civil Engineering - Surveying - Mapping
 Austin, Texas 78735 - Phone: (512) 483-2400
 www.doucetengineers.com
 Registration Number: 2727



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

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: Tuesday, January 21, 2025

Agenda Item Wording: **Discuss and consider selection of a bidder and approval of the proposal from the selected bidder, and authorize staff to negotiate an Agreement for the installation of Audio Visual Equipment City Hall with selected bidder. Sponsor: Mayor Bill Foulds, Jr.**

Agenda Item Requestor: Shawn Cox, Deputy City Administrator

Summary/Background:

In September 2022, The IT and Finance Departments issued a Request for Proposals regarding Audio/Visual Renovations to City Hall. This was done as a part of the City Hall Remodel Project. The City received three (3) RFPs in response, which were reviewed by Jason Weinstock (IT Director), and me. Based on the review of the proposals submitted, the choice was narrowed to the top two, of which, we are recommending QA Systems.

When budgeting for the City Hall Remodel Project, we included \$100,000.00 for Council AV Renovations. The original proposal came in at around \$130,000.00. After requesting some updated information for the bids, and adjusting the scope, we've gotten the price down to \$114,544.64 (including optional products).

Cost Breakdown:

Base

Products:	76,688.21
Labor:	<u>30,176.67</u>
Subtotal:	\$106,864.88

Optional (Recommended for inclusion)

Products:	5,554.76
Labor:	<u>2,125.00</u>
Subtotal:	7,679.76
TOTAL:	\$114,544.64

The "Base" proposal provides for improved sound (8 pendant speakers) in chambers as well as two (2) large (98") tv on the back wall for Council to view (no more turning around), a projector for the audience, new streaming hardware/software, and assisted listening. This option does have us utilizing our current tablets at the dais (we'll be getting mice for Council to use for navigation), as well as previously purchased microphones.

The "Optional" component provides for a new presentation screen behind Council (similar to what we had) for the audience to see. It also provides a small network rack. While it may be possible to utilize the existing screen, the proposed screen is designed to work with the projector being provided and should make for a better image. We could utilize the old projector at DSRP in the small room. They currently use the wall to project against.

Commission Recommendations: N/A

Recommended Council Actions: The Deputy City Administrator recommends approval of this item.

Attachments: ○ QA System Proposal

Next Steps/Schedule: Negotiation and approval of an agreement by City Administration.



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

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: February 4, 2025

Agenda Item Wording: **Discuss and Consider approval to award bid to construct Phase 3 Drip Fields for Arrowhead WWTP and authorize city administrator to finalize an agreement with selected bidder.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor:

Summary/Background: Publication for soliciting bids for the Arrowhead Wastewater Treatment Plant Phase 3 drip fields was issued with the deadline for contractors to submit sealed bids by 2:00 p.m. on Thursday, December 12th, 2024. One (1) contractor submitted bid packages before the required deadline. Tabulations were reviewed by Burgess & Niple. C.C. Carlton was the only bidder and meets qualifications for the project.

Arrowhead Wastewater Treatment Plant Phase 3 drip fields are necessary to manage current flows into the city operated Arrowhead WWTP. With completion of this project the WWTP will enter interim Phase II of the wastewater permit allowing up to 0.085MGD of treatment at this facility. This item is budgeted for through the utility fund. The bid amount submitted by C.C. Carlton is within the allotted budget for the improvements. With approval of this project, construction will begin as soon as possible.

Commission Recommendations: N/A

Recommended Council Actions: Staff recommends awarding C.C. Carlton with the Arrowhead Wastewater Treatment Plant Phase 3 Drip Fields Project and authorize staff to execute contract documents.

Attachments: Contract Documents
Bid Recommendation

Next Steps/Schedule: Upon Council approval, signatures to finalize the construction contract will be needed. Ground break and dirt work to begin once the agreement is signed, all required documentation submitted, and notice to proceed has been issued.

ADDENDUM NO. 1

TO

**CONTRACT DOCUMENTS &
SPECIFICATIONS**

**Hays County
City of Dripping Springs**

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

BIDS: THURSDAY, DECEMBER 12TH 2024 at 2:00 PM

**BURGESS & NIPLE, INC.
AUSTIN, TEXAS**

TO ALL PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This Addendum No. 1 is hereby made a part of the Contract Documents and Specifications (hereafter referred to as the Contract Documents) and shall be attached thereto. The requirements of this Addendum supersede everything to the contrary in the original Contract Documents and any other previous addenda, if any; otherwise, all provisions of the original Contract Documents shall remain in full force and effect. Addendum No. 1 to the Contract Documents shall include, but not necessarily be limited to the following items:

GENERAL ADDITIONS/CLARIFICATIONS

Attached is the “Arrowhead WWTP Drip System Site Evaluation” conducted by Lighthouse Water Resource Engineering, LLC.

Please let me know if you have any questions.



Ryan Shaw, P.E.

END OF ADDENDUM NO. 1

Arrowhead WWTP Drip System Site Evaluation

1. Control Panel

CPUSA 16 Zone Drip Controller – Duplex 10 HP 230 VAC 1-Phase Pumps

Current Status

The control panel appears to generally be operating correctly. The internal components are in good working condition.

No alarms were observed before or during testing.

Some zone pair flowrates were slightly lower than expected. These values are within a reasonable margin of error but may need to be investigated further. Each valve has a pressure regulating pilot which could cause lower flows if defective or not set correctly. It is recommended that each valve is tested manually and the pressure regulating pilots are set to 45-55 PSI. This procedure should be done as part of maintenance every year.

The pumps were also not set to dual pump mode which means the field flushes have been weak for some time. Poor field flush cycles may also explain the lower than expected dosing flowrates.

Phase 3 Expansion Requirements

The control panel only has the current capability of 16 zone valve outputs. While the enclosure has room for additional components, the layout and bulky existing field wire would make any significant field modifications difficult.

On other similar projects, CPUSA has built a small expansion controller to expand the zone capacity of the drip controllers. The expansion controller is in a separate enclosure with the I/O modules and field wiring terminal blocks for both the solenoids and moisture sensor inputs. The expansion controller will communicate with the existing PLC and receive 24VDC and 24VAC power from the existing control panel. CPUSA will re-program the existing PLC and HMI to accommodate the increased zone capacity.

All new field wiring will go to the expansion controller.

As part of the expansion, CPUSA will need to fix a minor issue with the dual pump mode and separate the field flush from the pressurization time modes. Currently, enabling dual pump mode causes both pumps to run during the pressurization period for each dose as well as during a field flush cycle. Running both pumps during pressurization is unnecessary and only adds to the wear on the pumps, contactors, and other equipment.

2. Filter Skid

Current Status

The Arkal 3"x3 filter was working well with only 1-2 PSI drop across the filter during operation. The filter flush function was tested and each flush valve and solenoid operated correctly. The digital differential pressure gauge switch readings agreed with the physical pressure gauge readings for the pressure drop.

A few leaks were observed on the filter but should be covered by typical system maintenance.

The 4" hydrometer was operating correctly. The flowmeter reed switch transmitted pulses consistently to the controller but should be considered near end-of-life given its age. The operators should keep one replacement switch on the shelf as it is critical to the system's operations. The pressure sustaining pilot on the hydrometer required some adjustment to maintain only around 60 PSI during filter flush but functioned fine afterwards.

Phase 3 Expansion Requirements

No additional modifications are required for the phase 3 expansion. JNM Technologies recommends rating the filter system at 30-40 GPM per filter for wastewater effluent. The Arkal 3"x3 filter (6 filters) is rated at 180-240 GPM which is sufficient for the expected flowrates of 180-190 GPM. The hydrometer's nominal flow range is 79-264 GPM.

3. Pumps

Franklin Electric 10FPDC1-1/2-S Pump: 7-5/16" Impeller

Century P320M2 Motor: 10 HP 230 VAC 1-Phase

Current Status

The pumps were running smoothly with no audible evidence of cavitation knocking or pinging. One pump currently doses two zones at a time. While dosing two zones, the pump achieved 180 GPM at around 52 PSI. According to the pump curves, the pressure should be around 60 PSI minus 3-4 PSI of loss through the valves and piping. The pressure gauge's accuracy is unknown but the pump performance appears to be reasonably close to expected.

The 6" pipe from the ground storage tank splits into a pair of 2" lines somewhere under or near the building foundation. Each 2" line feeds effluent to the inlet of a pump. Although the velocity is approximately 17-19 feet per second, the piping does not appear to suffer from water hammer effects as the pumps turn on and off. Assuming 5 feet of 2" pipe, the loss in the suction line is around 2.5-3 feet of head pressure which is offset by the static head pressure of the ground storage tank (for NPSHA calculations).

The original field designs were based on 15-20 HP 3-phase pumps which would dose two zones and field flush one on just a single pump. Due to the Arrowhead developer's imposed constraints on the available power, the pumps were limited to single phase power at 10 HP maximum.

With just 10 HP pumps, the system was intended to dose one zone at a time and then field flush one zone with both pumps on. However, given the pump's current performance at two zones per dose, the pressure appears to be sufficient to continue with dosing two zones at a time if needed. The farthest and highest zones may only receive ~50 feet of head pressure at the tubing (125 feet at filter outlet with ~70 feet of pipe/elevation losses). As a rule of thumb, if the system is just dosing, 35 feet of head pressure is the minimum pressure that should be allowed. Technically, the tubing is still pressure compensating down to 16 feet of head pressure.

Phase 3 Expansion Requirements

At a 0.1 gal/day/ft², each zone requires about 40 minutes of dosing per day using tubing with 0.61 GPH emitters at 24" spacing. Typically for large designs, JNM Technologies recommends designing the drip system on a 12 hour dosing basis with allowances up to 15-16 hours in some scenarios. For a 12 hour dosing schedule, 18 zones (or zone pairs) is the maximum. At 25 zones, the system should be set up to use dual zone dosing which will reduce the total pumping time and pump cycles throughout the day.

The initial concern going into phase 3 was that both pumps would be required for dual zone dosing. In this case, the system would lack pump redundancy and both pumps would wear faster. However, after looking at the pump performance and recalculating the field losses, dual zone dosing on a single pump is feasible. The pressure at the fields is expected to be low but should still have overhead for reliable dosing.

For the new phase 3 zones, the worst case scenario was Zone 3-3 with 171 feet of head loss at 161 GPM. At 80 GPM per pump, during field flush the pumps will produce around 210 feet of head pressure.

For the potential future zones, the longest distance large zone appeared to be Zone 3-19. The loss calculations estimate 170 feet of head loss at 175 GPM. At 90 GPM per pump, during field flush the pumps will produce around 205 feet of head pressure.

With the current designed zones and the proposed future zones, the pumps will be satisfactory for the task. The calculations were based on 6" pressure mainlines and 4" flush return piping. Some mainline pipe size reduction near the last few zones may be possible to cut costs but those calculations will need to be explored later.

Investigation and report completed by Justin J. Prochaska

Reviewed and Approved by James F. Prochaska, MS-PE



11/25/2024
TBPELS 21045

Appendix A:

Zone Pressure Loss Charts

Zone	Area SqFt	Lft of Tube	Dosing (GPM)	Distals	Laterals	Flush (GPM)	Total	Total Loss
Zone 1	36216	18108	92.0	50	112	80.0	172.0	176.91
Zone 2	34960	17480	88.9	46	92	73.6	162.5	167.90
Zone 3	36216	18108	92.0	50	112	80.0	172.0	174.68
Zone 4	34659	17329.5	88.1	47	106	75.2	163.3	162.40
Zone 5	33376	16688	84.8	42	84	67.2	152.0	181.21
Zone 6	33376	16688	84.8	42	84	67.2	152.0	173.20
Zone 7	36387	18193.5	92.5	58	116	92.8	185.3	154.81
Zone 8	35550	17775	90.4	50	100	80.0	170.4	159.00
Zone 9A	11292	5646	28.7	18	36	28.8	57.5	144.30
Zone 9B	24722	12361	62.8	32	64	51.2	114.0	167.50
Zone 10	34511	17255.5	87.7	46	82	73.6	161.3	162.90
Zone 2-1A	24538	12269	62.4	43	138	68.8	131.2	132.70
Zone 2-1B	11563	5781.5	29.4	21	84	33.6	63.0	124.00
Zone 2-2	32040	16020	81.4	41	82	65.6	147.0	165.14
Zone 2-3	31544	15772	80.2	45	106	72.0	152.2	149.00
Zone 2-4	33324	16662	84.7	48	96	76.8	161.5	139.70
Zone 2-5	34040	17020	86.5	60	120	96.0	182.5	124.70
Zone 2-6	33209	16604.5	84.4	44	94	70.4	154.8	140.90
Zone 3-1	35117	17558.5	89.3	61	156	97.6	186.9	129.93
Zone 3-2	35070	17535	89.1	45	90	72.0	161.1	165.57
Zone 3-3	35100	17550	89.2	45	90	72.0	161.2	171.01
Zone 3-4	35665	17832.5	90.6	52	114	83.2	173.8	136.83
Zone 3-5	35665	17832.5	90.6	46	92	73.6	164.2	155.81
Zone 3-6	35665	17832.5	90.6	46	92	73.6	164.2	162.23
Zone 3-7	35665	17832.5	90.6	46	92	73.6	164.2	165.64
Zone 3-8	34245	17122.5	87.0	52	120	83.2	170.2	151.20
Zone 3-9	35458	17729	90.1	53	136	84.8	174.9	140.23
Zone 3-19	34859	17429.5	88.6	54	108	86.4	175.0	169.70

Pressure Loss Color Key
 Black: Fully calculated
 Red: Highest calculated
 Green: Not completely calculated

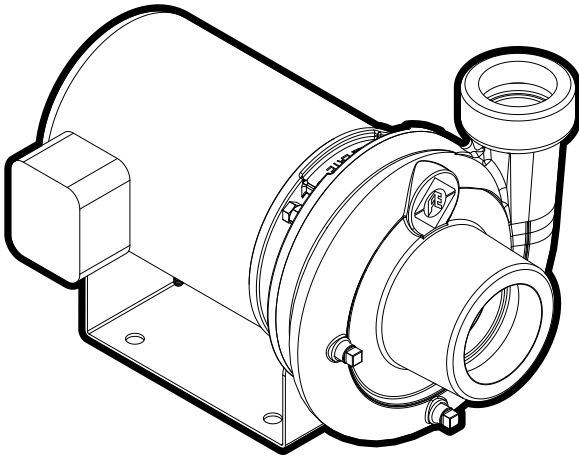
Zone	Area SqFt	Lft of Tube	Dosing (GPM)	Distals	Laterals	Flush (GPM)	Total	Longest		Return		Field		Tank Lift	Headworks	Misc Loss	S Loss PSI	6" Supply Loss	R Loss PSI	4" Return Loss	Total Loss
								Lateral Len	Supply Main	Main	Field Loss	Elevation	Elevation								
Zone 1	36216	18108	92.0	50	112	80.0	172.0	362	3325	3325	73.4	1163.0	63.0	0	23	10	3.25	7.51	5.34	0.00	176.91
Zone 2	34960	17480	88.9	46	92	73.6	162.5	380	3136	3136	76.9	1158.0	58.0	0	23	10		0.00		0.00	167.90
Zone 3	36216	18108	92.0	50	112	80.0	172.0	362	3150	3150	73.4	1161.0	61.0	0	23	10	3.15	7.28	5.06	0.00	174.68
Zone 4	34659	17329.5	88.1	47	106	75.2	163.3	369			73.4	1156.0	56.0	0	23	10		0.00		0.00	162.40
Zone 5	33376	16688	84.8	42	84	67.2	152.0	397	2710	2710	84.2	1159.0	59.0	0	23	10	2.17	5.01	3.26	0.00	181.21
Zone 6	33376	16688	84.8	42	84	67.2	152.0	397			84.2	1156.0	56.0	0	23	10		0.00		0.00	173.20
Zone 7	36387	18193.5	92.5	58	116	92.8	185.3	314	2955	2955	57.3	1157.0	57.0	0	23	10	3.25	7.51	6.21	0.00	154.81
Zone 8	35550	17775	90.4	50	100	80.0	170.4	356			70.0	1156.0	56.0	0	23	10		0.00		0.00	159.00
Zone 9A	11292	5646	28.7	18	36	28.8	57.5	314			57.3	1154.0	54.0	0	23	10		0.00		0.00	144.30
Zone 9B	24722	12361	62.8	32	64	51.2	114.0	386			80.5	1154.0	54.0	0	23	10		0.00		0.00	167.50
Zone 10	34511	17255.5	87.7	46	82	73.6	161.3	375			76.9	1153.0	53.0	0	23	10		0.00		0.00	162.90
Zone 2-1A	24538	12269	62.4	43	138	68.8	131.2	285			48.7	1151.0	51.0	0	23	10		0.00		0.00	132.70
Zone 2-1B	11563	5781.5	29.4	21	84	33.6	63.0	275			46.0	1145.0	45.0	0	23	10		0.00		0.00	124.00
Zone 2-2	32040	16020	81.4	41	82	65.6	147.0	391	1204	1204	84.2	1146.0	46.0	0	23	10	0.84	1.94	1.49	0.00	165.14
Zone 2-3	31544	15772	80.2	45	106	72.0	152.2	350			70.0	1146.0	46.0	0	23	10		0.00		0.00	149.00
Zone 2-4	33324	16662	84.7	48	96	76.8	161.5	347			66.7	1140.0	40.0	0	23	10		0.00		0.00	139.70
Zone 2-5	34040	17020	86.5	60	120	96.0	182.5	284			48.7	1143.0	43.0	0	23	10		0.00		0.00	124.70
Zone 2-6	33209	16604.5	84.4	44	94	70.4	154.8	377			76.9	1131.0	31.0	0	23	10		0.00		0.00	140.90
Zone 3-1	35117	17558.5	89.3	61	156	97.6	186.9	288	1271	1271	48.7	1145.0	45.0	0	23	10	1.4	3.23	2.93	0.00	129.93
Zone 3-2	35070	17535	89.1	45	90	72.0	161.1	390	1475	1475	80.5	1149.0	49.0	0	23	10	1.33	3.07	1.97	0.00	165.57
Zone 3-3	35100	17550	89.2	45	90	72.0	161.2	390	1691	1691	80.5	1154.0	54.0	0	23	10	1.52	3.51	2.25	0.00	171.01
Zone 3-4	35665	17832.5	90.6	52	114	83.2	173.8	343	919	919	66.7	1135.0	35.0	0	23	10	0.92	2.13	1.61	0.00	136.83
Zone 3-5	35665	17832.5	90.6	46	92	73.6	164.2	388	1117	1117	80.5	1140.0	40.0	0	23	10	1	2.31	1.56	0.00	155.81
Zone 3-6	35665	17832.5	90.6	46	92	73.6	164.2	388	1315	1315	80.5	1146.0	46.0	0	23	10	1.18	2.73	1.84	0.00	162.23
Zone 3-7	35665	17832.5	90.6	46	92	73.6	164.2	388	1513	1513	80.5	1149.0	49.0	0	23	10	1.36	3.14	2.12	0.00	165.64
Zone 3-8	34245	17122.5	87.0	52	120	83.2	170.2	329	1679	1679	60.3	1154.0	54.0	0	23	10	1.69	3.90	2.96	0.00	151.20
Zone 3-9	35458	17729	90.1	53	136	84.8	174.9	335	1175	1175	63.5	1141.0	41.0	0	23	10	1.18	2.73	2.10	0.00	140.23
Zone 3-19	34859	17429.5	88.6	54	108	86.4	175.0	323	2771	2771	60.3	1170.0	70.0	0	23	10	2.77	6.40	5.17	0.00	169.70

Appendix B:

Pump Curve and Information

Close-Coupled D-Series

BOOK: CCD-005
DATE: Mar. 1, 2013



Specifications:

Capacities: to 650 gpm

Heads: to 300 feet

Working Pressure: 150 psi

Temperature: maximum 212 °F

Rotation: clockwise viewed from motor end

Pipe Connections: NPT, 4 x 5 Flanged

Discharge	Suction
1"	1-1/4"
1"	1-1/2"
1-1/2"	2"
2"	3"
3"	4"
4"	4"
4" Flanged	5" Flanged

Features:

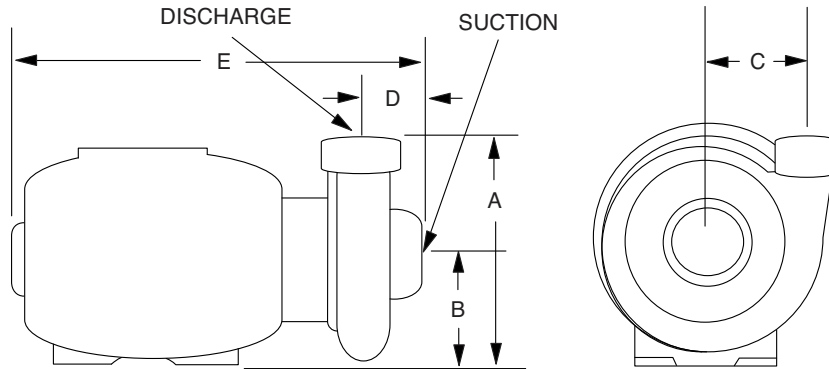
- Heavy-duty cast iron body for increased durability.
- DA1A and DA1B have stainless steel impellers.
- DB1 through DB2 have bronze impellers.
- DB3 and DC4 have cast iron impellers.
- 1/2-2HP models have 56C frame motors with shaft coupling design for easy removal of pump motor.
- 5 - 50HP models have JM frame motors with shaft sleeve/O-ring design for added protection against shaft damage.
- 3HP models can use either JM frame or 56 frame motors.
- Single or three phase motors available on selected models.
- Seal: Standard carbon/ceramic faces, BUNA elastomers and 300 series stainless components.
- All units are equipped with open drip-proof motors.

Applications:

- Irrigation
- Commercial
- Construction
- Municipal
- Light Industrial
- General Services

Close-Coupled D-Series

Dimensional Drawings:



Dimensional Data:

Pump Model	Suction (NPT)	Disch. (NPT)	A (HP)						B (HP)						C	D	E (HP)					
			3	5	7-1/2	10	15	20	3	5	7-1/2	10	15	20			3	5	7-1/2	10	15	20
DB1	1-1/2	1	-	8.50	-	-	-	-	-	4.50	-	-	-	-	3.63	2.06	-	18.13	-	-	-	-
DB1-1/2	2	1-1/2	-	9.00	9.75	-	-	-	-	4.50	5.25	-	-	-	3.88	2.44	-	18.19	19.50	-	-	-
DC1-1/2	2	1-1/2	10.13	10.13	10.88	10.88	10.88	-	4.50	4.50	5.25	5.25	5.25	-	5.19	2.50	17.13	18.13	19.44	19.44	21.00	-
DB2	3	2	-	9.25	10.00	10.00	11.38	12.38	-	4.50	5.25	5.25	5.25	6.25	4.19	3.63	-	19.63	21.00	21.00	22.50	22.50
DB3	4	3	-	11.56	11.56	12.56	12.56	13.56	-	4.50	4.50	5.25	5.25	5.25	4.06	3.50	-	19.19	20.19	21.75	24.00	28.00

Notes: Dimensions shown are for units using 60 cycle open-dripproof JM frame motors, 3500 RPM Total pump length will vary with motor manufacturer.

JM Frame Motors:

Extended shaft with keyway

Pump Model	Suction (NPT)	Disch. (NPT)	A	B	C	D	JM Frame Motor Horsepower				
							20	25	30	40	50
DC4-FNPT	4	4	16.50	7.63	6.45	4.72	28.66	28.66	29.53	30.00	30.00
DC4-flanged	5	4	16.50	7.63	6.45	3.81	28.66	28.66	29.53	30.00	30.00

Notes: Total pump length will vary with motor manufacturer.

Centrifugal Pumps

Close-Coupled D-Series

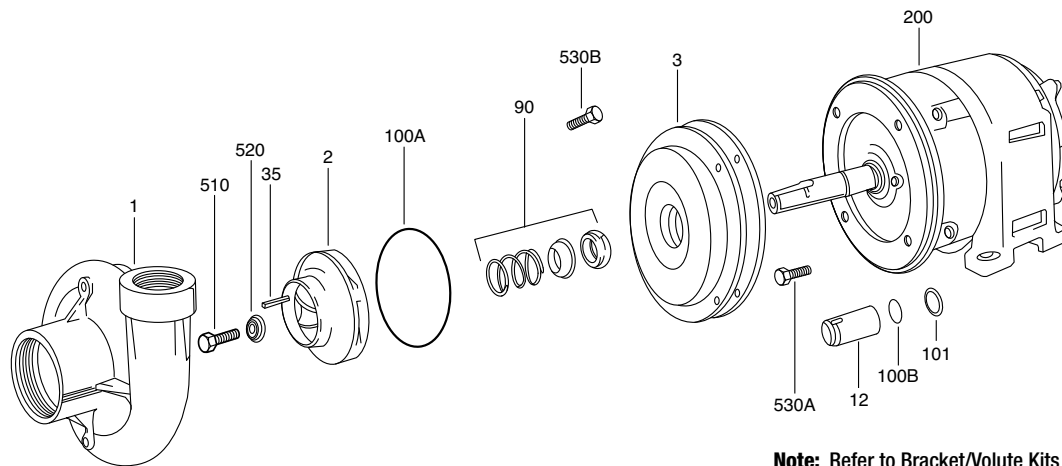
Ordering Information:

Series	Suct./Disc.	HP	RPM	PH	Volts	Sealing	Order #	Description	Wt.			
DA1A	1.25" x 1"	0.5	3500	1	115/230	Mech. Seal	93160020	5FPDA1A-S	35			
		0.75			115/230	Mech. Seal	93160038	7FPDA1A-S	36			
		1			115/230	Mech. Seal	93160046	1FPDA1A-S	37			
		0.5		3	208-230/460	Mech. Seal	93160061	5FPDA1A-T	34			
		0.75			208-230/460	Mech. Seal	93160079	7FPDA1A-T	37			
		1			208-230/460	Mech. Seal	93160087	1FPDA1A-T	38			
DA1B	1.25" x 1"	0.5	3500	1	115/230	Mech. Seal	93160137	5FPDA1B-S	36			
		0.75			115/230	Mech. Seal	93160145	7FPDA1B-S	38			
		1			115/230	Mech. Seal	93160152	1FPDA1B-S	40			
		1.5			115/230	Mech. Seal	93160160	15FPDA1B-S	46			
		2			115/230	Mech. Seal	93160178	2FPDA1B-S	49			
		0.5			3	208-230/460	Mech. Seal	93160186	5FPDA1B-T	31		
		0.75		208-230/460		Mech. Seal	93160194	7FPDA1B-T	33			
		1		208-230/460		Mech. Seal	93160202	1FPDA1B-T	35			
		1.5		208-230/460		Mech. Seal	93160210	15FPDA1B-T	45			
		2		208-230/460		Mech. Seal	93160228	2FPDA1B-T	48			
		0.75		1		115/230	Mech. Seal	93160285	7FPDB1-S	42		
		1			115/230	Mech. Seal	93160293	1FPDB1-S	45			
1.5	115/230	Mech. Seal	93160301		15FPDB1-S	55						
2	115/230	Mech. Seal	93160319		2FPDB1-S	53						
3	230	Mech. Seal	93160327		3FPDB1-S	74						
5	230	Mech. Seal	93160335		5FPDB1-S	122						
DB1	1.5" x 1"	0.75	3500	3	208-230/460	Mech. Seal	93160343	7FPDB1-T	48			
		1			208-230/460	Mech. Seal	93160350	1FPDB1-T	50			
		1.5			208-230/460	Mech. Seal	93160368	15FPDB1-T	52			
		2			208-230/460	Mech. Seal	93160376	2FPDB1-T	54			
		3			208-230/460	Mech. Seal	93160384	3FPDB1-T	64			
		5		208-230/460	Mech. Seal	93160392	5FPDB1-T	82				
		DB1-1/2		2" x 1.5"	1	3500	1	115/230	Mech. Seal	93160467	1FPDB1-1/2-S	50
					1.5			115/230	Mech. Seal	93160475	15FPDB1-1/2-S	54
					2			115/230	Mech. Seal	93160483	2FPDB1-1/2-S	58
					3			230	Mech. Seal	93160491	3FPDB1-1/2-S	74
5	230		Mech. Seal		93160509			5FPDB1-1/2-S	122			
7.5	230		Mech. Seal		93160517			75FPDB1-1/2-S	184			
1	208-230/460		Mech. Seal		93160525			1FPDB1-1/2-T	47			
1.5	208-230/460		Mech. Seal		93160533		15FPDB1-1/2-T	52				
2	208-230/460		Mech. Seal		93160541		2FPDB1-1/2-T	55				
3	208-230/460		Mech. Seal		93160558		3FPDB1-1/2-T	63				
5	208-230/460		Mech. Seal		93160566		5FPDB1-1/2-T	102				
7.5	208-230/460		Mech. Seal		93160574		75FPDB1-1/2-T	110				
DC1-1/2	2" x 1.5"		3		3500		1	230	Mech. Seal	93160830	3FPDC1-1/2-S	122
			5					230	Mech. Seal	93160848	5FPDC1-1/2-S	142
		7.5	230	Mech. Seal		93160855		75FPDC1-1/2-S	162			
		10	230	Mech. Seal		93161168		10FPDC1-1/2-S	190			
		3	3	208-230/460		Mech. Seal	93160863	3FPDC1-1/2-T	117			
		5		208-230/460		Mech. Seal	93160871	5FPDC1-1/2-T	98			
		7.5		208-230/460		Mech. Seal	93160889	75FPDC1-1/2-T	132			
		10		208-230/460		Mech. Seal	93160897	10FPDC1-1/2-T	171			
15	208-230/460	Mech. Seal	93160905	15FPDC1-1/2-T	175							

Centrifugal Pumps

Close-Coupled D-Series DC1-1/2

Exploded Parts Drawing:



Note: Refer to Bracket/Volute Kits page 15 for pumps built prior to August 2008

Materials and Parts:

Fig. No.	Part Description	Repair No.		Materials of Construction
		4.5AK* Models (3 - 7.5 hp)	8.5AK* Models (10 - 15 hp)	
1	Volute Case (NPT) w/plugs	305449001		Cast Iron, ASTM-A48 CL30
2	3hp Impeller Trim 5.06" (.875 bore)	305449007	n/a	Silicon Brass, ASTM B584
2	5 hp Impeller Trim 5.81" (.875 bore)	305449008	n/a	Silicon Brass, ASTM B584
2	7-1/2hp Impeller Trim 6.63" (.875 bore)	305449009	n/a	Silicon Brass, ASTM B584
2	10hp Impeller Trim 7.31" (1.250 bore)	n/a	305449014	Silicon Brass, ASTM B584
2	15hp Impeller Trim 8.38" (.875 bore)	n/a	305449015	Silicon Brass, ASTM B584
3	Motor Bucket	305449016	305449017	Cast Iron, ASTM-A48 CL30
12	Shaft Sleeve	305447015		416 Stainless steel
35	Impeller Shaft Key	305463001		301 Stainless steel
90	Mechanical Shaft Seal	305463002		Carbon/Ceramic/Buna/316SS
100A	Volute Case O-Ring (2-pack)	305463018		Nitrile
100B	Sleeve O-Ring (2-Pack)	305463200		Nitrile
101	Sleeve Seal	305447016		Nitrile
200	Motor	See Motor Section		
Not Shown	Pipe Plug (4-pack)	305463009		Cad-Plated Steel
Not Shown	Water Slinger	305447008		Neoprene
510	Impeller Hex Cap Screw	305463201		316 Stainless-Grade 5
520	Impeller Washer	305447009		300-Series stainless Steel
530A	Motor Bracket Hex Cap Screw (12-Pack)	305463010	305463026	Zinc Plated Steel
530B	Volute Case Hex Cap Screw (12-Pack)	305463010		Zinc Plated Steel

Close-Coupled D-Series

Cross Reference for New Bracket/Volute Kits:

Model	AK	HP	Frame Size	Old Bracket Number	Old Volute Number	New Bracket Volute Kit Number
DB1 (56C)	4.5	3/4 - 3	56C	177736901	03076403	305429901
DB1-1/2 (56C)		1 - 3			03076700	305429903
DB2 (56C)		3 - 5			03076601	305429907
DB1		3 - 5	145JM/182JM/184JM	177735901	03076403	305429902
DB1-1/2		3 - 7.5			03076700	305429904
DB2		3 - 7.5			03076601	305429908
DB3		5 - 7.5			03084001	305429912
DC1-1/2		3 - 7.5			145JM/182JM/184JM	177741901
DC1-1/2		8.5	10 - 15	213JM/215JM	177739901	03076502
DB2	15		03076205			305429910
DB2	10		213JM/215JM	177737901	03076601	305429909
DB3	10 - 15				03084001	305429913
DB2	20				254JM	177740901
DB3	20		254JM	177738901	03084001	305429914

Note: Pumps built prior to August 2008

If replacement is required for the bracket or volute, the new bracket/volute kit must be ordered. All of the other components of the pump are interchangeable.

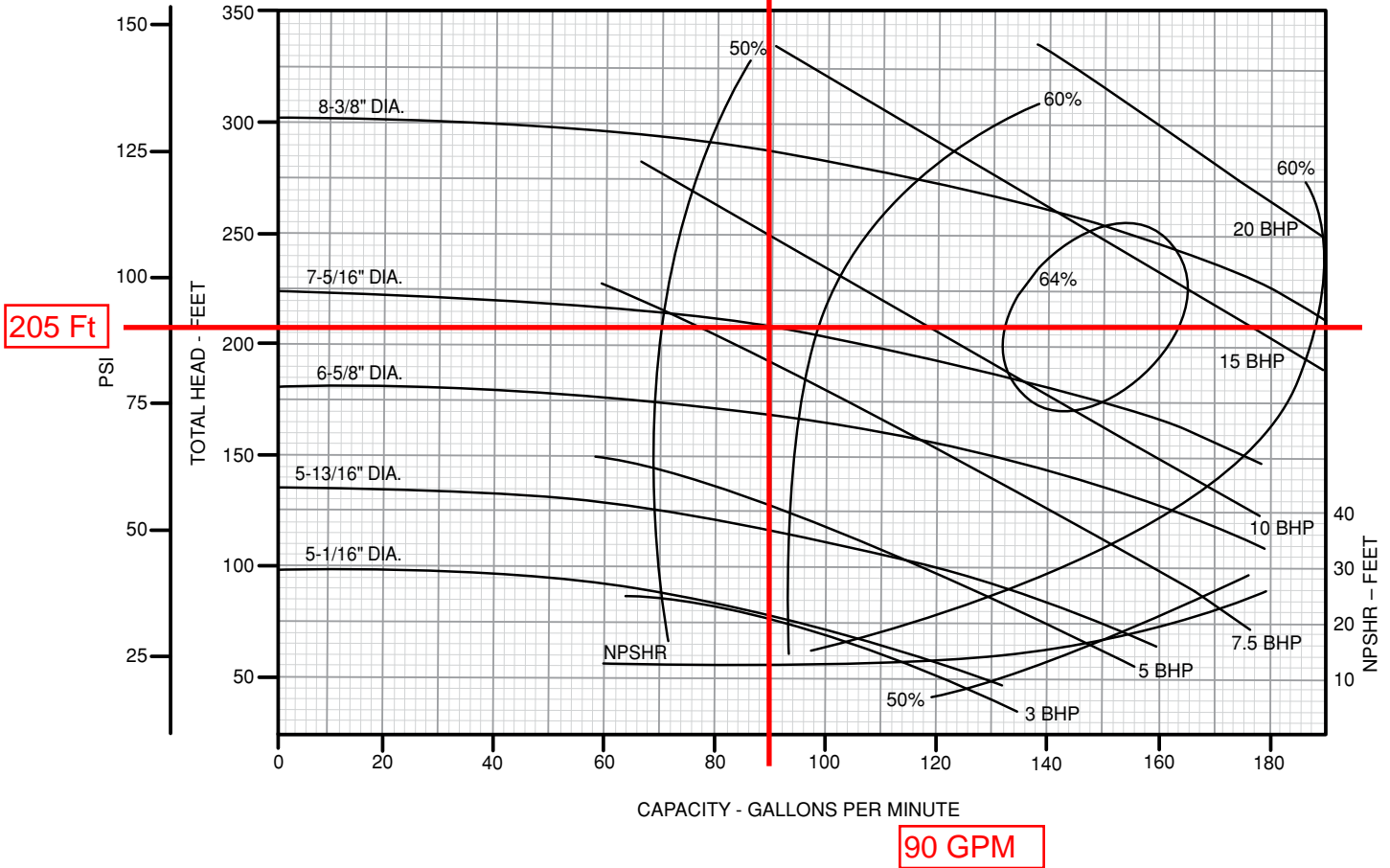
Old bracket and volute models cannot be mixed with the newly designed bracket and volute (with the exception of the DA1A/B and the DC4 Series).

All of the new volutes have the FE logo cast in them.

The newly designed components will be phased in as the inventory of the current design is depleted.

Close-Coupled D-Series

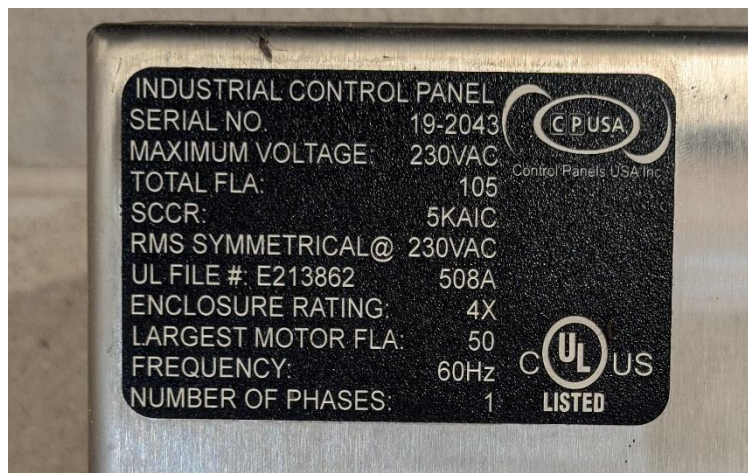
Model DC1-1/2 Performance: 1-1/2" Discharge x 2" Suction (3600 RPM)

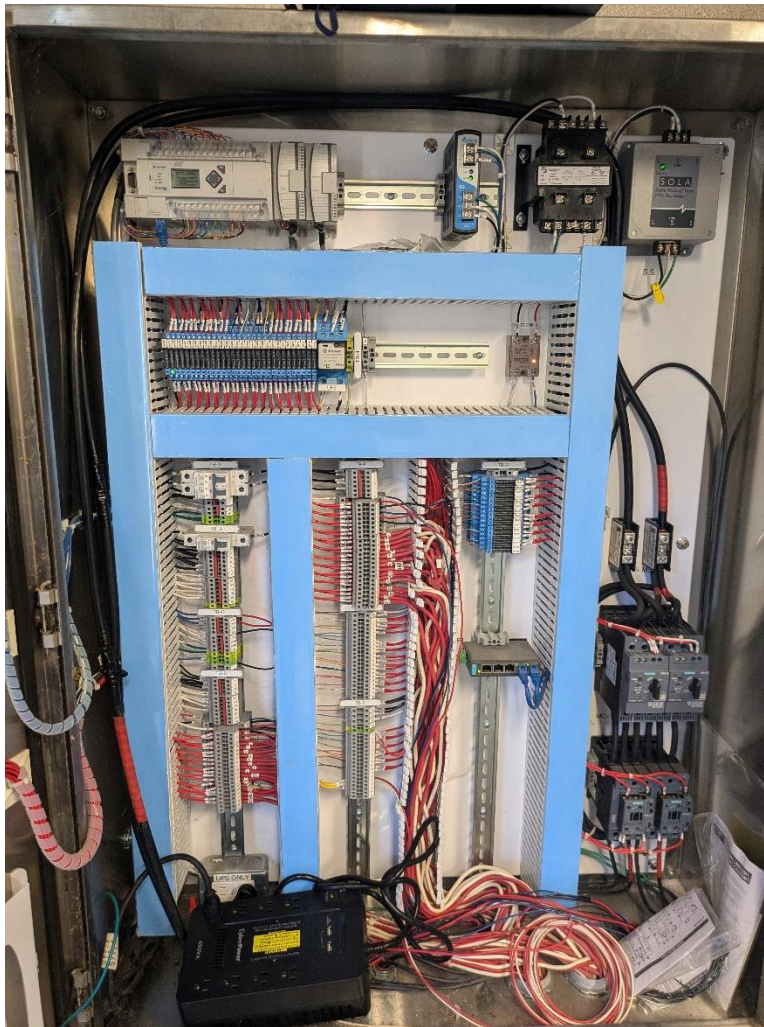


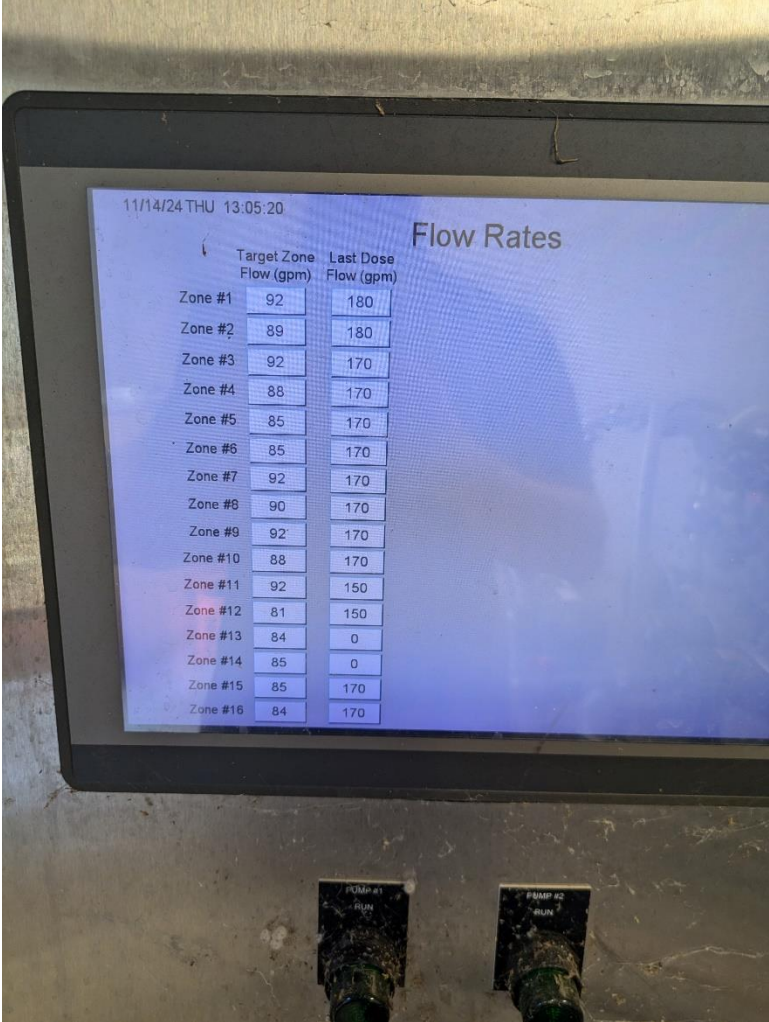
Appendix C:

Site Photos

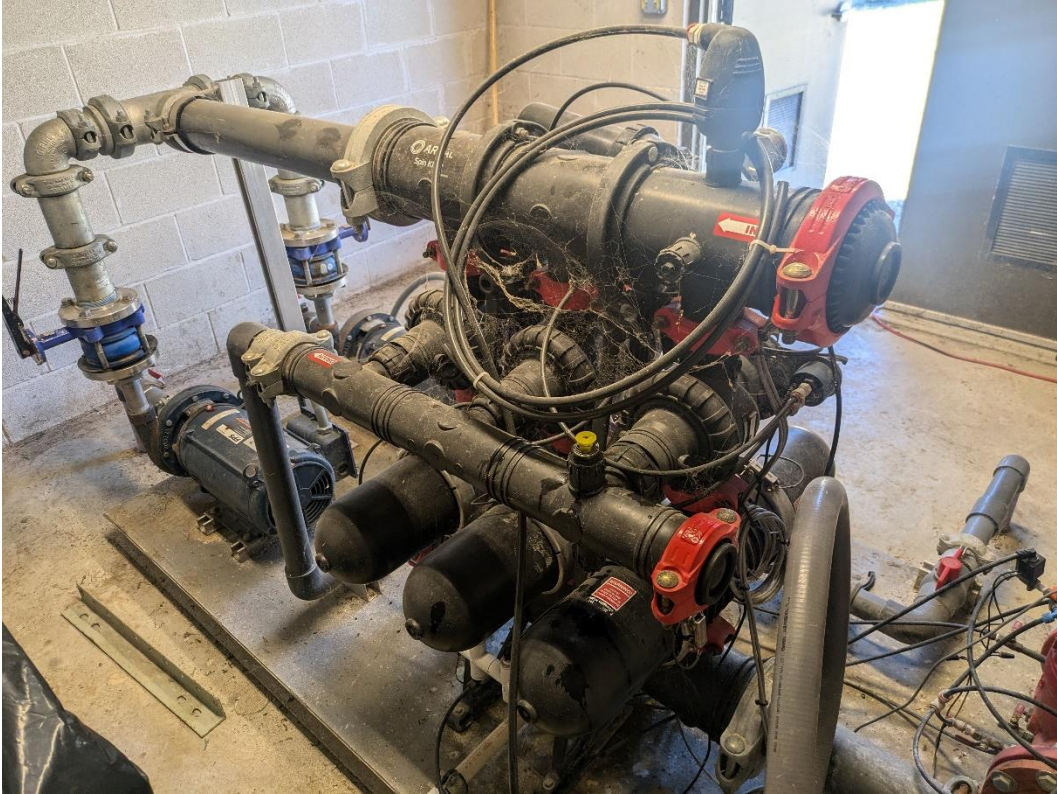
Control Panel Photos





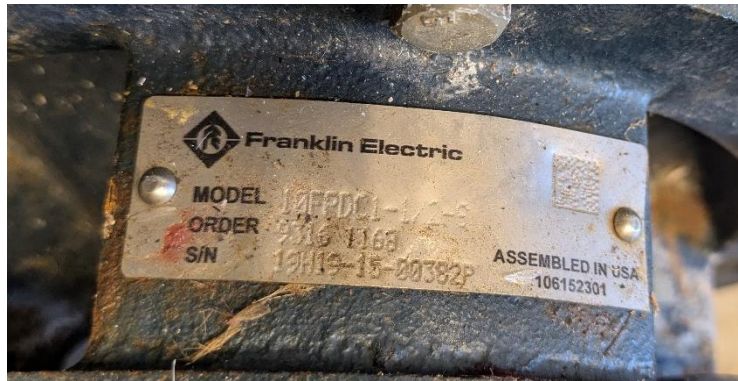
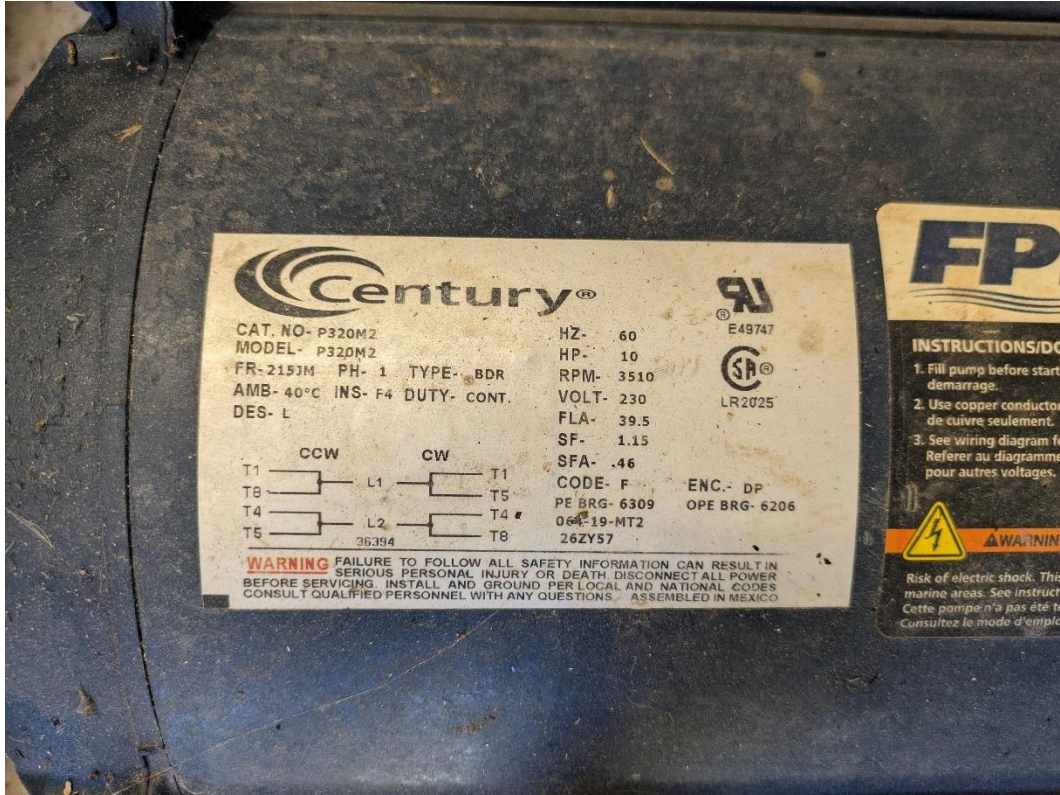


Filter Skid Photos





Pump Photos





ADDENDUM NO. 2**TO****CONTRACT DOCUMENTS &
SPECIFICATIONS****Hays County
City of Dripping Springs****Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields****BIDS: THURSDAY, DECEMBER 12TH 2024 at 2:00 PM****BURGESS & NIPLE, INC.
AUSTIN, TEXAS****TO ALL PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES**

This Addendum No. 1 is hereby made a part of the Contract Documents and Specifications (hereafter referred to as the Contract Documents) and shall be attached thereto. The requirements of this Addendum supersede everything to the contrary in the original Contract Documents and any other previous addenda, if any; otherwise, all provisions of the original Contract Documents shall remain in full force and effect. Addendum No. 2 to the Contract Documents shall include, but not necessarily be limited to the following items:

GENERAL ADDITIONS/CLARIFICATIONS

As stated on plan-set Superior Tank Company, Inc. is allowed for the bolted ground tank. This addendum is to approve Contain Water System, Inc. Epoxy coated bolted ground storage tank as an equal manufacturer.

Bolted ground tank will need to be in accordance with Section 13415- Installation of Bolted Ground Storage Tank Specification which can be found in the Contract Documents.

The **subsurface drip irrigation system** work shall be substantially completed no later than 150 calendar days after the date when the Contract Times commence to run, and finally completed and ready for final payment no later than 180 calendar days after the date when the Contract Times commence to run.

Offeror shall provide a proposed timeline schedule (measured in days) indicating milestones for this Contract. This will include the proposed timeline schedule for the effluent storage tank. The proposed timeline for the effluent storage tank can be longer than the substantial and final completion date for the drip irrigation system, based on lead times for the effluent storage tank.

Please let me know if you have any questions.



Ryan Shaw, P.E.

END OF ADDENDUM NO. 2

Contract Documents and Specifications

**City of Dripping Springs
Hays County, Texas**

**Arrowhead Subdivision Phase 3 Subsurface Drip
Irrigation Fields**

Prepared for:

**The City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620**

Prepared by:

**Burgess & Niple, Inc.
235 Ledge Stone Drive
Austin, Texas 78737
(512) 432-1000**



Ryan Shaw

November 2024

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NOTICE TO BIDDERS

CONSTRUCTION OF ARROWHEAD SUBDIVISION PHASE 3 SUBSURFACE DRIP IRRIGATION FIELDS FOR CITY OF DRIPPING SPRINGS

SCOPE OF WORK: The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

RECEIPT OF BIDS: Sealed bids in envelopes are due at the Office of the Engineer: Burgess & Niple, Inc. located at 235 Ledge Stone Drive, Austin, Texas 78737, (512) 432-1000 no later than **2:00 p.m. on Thursday, December 12th, 2024**, at which time the bids for the Project Contract will be opened and read aloud. OWNER will also accept electronic copies of Bids emailed to Priya Bhowmik at priya.bhowmik@burgessniple.com. The OWNER reserves the right to waive all informalities and irregularities, and determine which Bids are most advantageous to the Project, and to award the Contract on this basis.

INFORMATION AND BIDDING DOCUMENTS: Hard copies and/or electronic copies of Bid Documents and Plans may be obtained from Burgess & Niple, Inc. by contacting Priya Bhowmik at priya.bhowmik@burgessniple.com or at 512-432-1000, during regular business hours: 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 12:00 p.m., Fridays. Documents can also be acquired digitally from www.civcastusa.com for free.

BONDS: Performance, payment, and warranty bonds shall each be issued in an amount equal to 100% of the Contract Amount as security for all the CONTRACTOR's obligations under the Contract Documents.

INSURANCE REQUIREMENTS: Bidders shall maintain insurance in the types and amounts indicated the Contract Documents.

BID GUARANTY: All Bids must be accompanied by a Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price in the form of a cashier's check made payable to the City of Dripping Springs, or a Bid Bond issued by a surety.

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at City of Drippings Springs' Development Services Building located at 661 West Highway 290, Dripping Springs, Texas at **2:00 P.M. on December 5th, 2024**. Representatives of the City and Engineer will be present to discuss the PROJECT.

CONTRACT SCHEDULE: The Work shall be substantially complete no later than **150** calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions no later than **180** calendar days after the date when the Contract Times commence to run.

Substantially complete shall mean completing the improvements, and testing so that the planned improvements are in operation.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

The City of Dripping Springs (“Owner”) invites the submittal of responses to this “Request for Proposals” (RFP) from qualified Contractors (“Offerors” “Bidders” or “Respondents”) interested in providing construction services in accordance with Chapter 2269 of the Texas Government Code in connection with the construction of a wastewater project more specifically described in section 1.0 below.

1.0 SCOPE OF WORK

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

Work in this Contract is generally described by the Contract Documents; titled as follows:

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term “City of Austin” is used in the City of Austin Specifications, it shall be construed to mean “OWNER, and or its designated representative.” Whenever the term “ENGINEER” is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

2.0 SELECTION PROCESS

Selection of Contractor will follow the process set forth in subchapter D of chapter 2269 of the Texas Government Code.

From a review of the proposals received, Owner will evaluate and rank each proposal no later than forty-five (45) days following the opening of the bids.

The preferred Offeror then will negotiate with Owner on contract conditions. If a contract cannot be successfully negotiated with the Offeror of choice, in the opinion of the Owner, negotiations will proceed with the next highest ranked Offeror until a mutually agreed contract can be negotiated. Owner intends to use modified EJCDC forms for the Agreement between Owner and Contractor as well as the General

SECTION 00100
INSTRUCTIONS TO BIDDERS

Conditions of the Contract. The selected Offeror will have an opportunity to review and negotiate the terms of the Agreements prior to executing the contract documents.

3. EVALUATION CRITERIA

The criteria used to evaluate the RFP responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

- A. **Qualifications of Contractor and Experience on Similar Projects.** Qualifications of firm in executing similar projects (emphasis on last five (5) years), as well as related municipal project experience, including completed and ongoing projects of the firm(s) and individuals who would be assigned to this Project. Resumes of individuals who would be assigned to this project, with emphasis on the Project Manager and Job Superintendent must be included with Proposals.
- B. **Experience on Public Projects.** Related project experience on non-wastewater projects with other public owners including municipalities, school districts, and other local governmental entities, as well as experience with local subcontractors and suppliers.
- C. **Available Resources to Complete Project.** This criterion would include personnel, resources and methodologies commonly used by your firm that may be applicable to the project categories, as well as experience of proposed subcontractors and suppliers. A list of all subcontractors and suppliers must be included with the Proposals describing the type of work to be performed and the percentage of work to be performed by each.
- D. **Corporate History and Stability.** This criterion includes the historical stability of the Offeror, its corporate structure and longevity, its history involving litigation or arbitration with owners and subcontractors, and a statement of any liquidated damages that have previously been withheld by public owner clients of the Offeror on projects in the last five (5) years.
- E. **Overall Responsiveness to the RFP.** Completeness of the requested proposal contents.
- F. **References.** Letter of references from previous clients.
- G. **Cost.** This criterion includes the cost of all work, including any alternates, inclusive of all Offeror's general conditions and fees.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

Item	Weighting
A. Qualifications of Contractor and Experience on Similar Projects	15%
B. Experience on Public Projects	10%
C. Available Resources to Complete Project	15%
D. Corporate History and Stability	5%
E. Overall Responsiveness to the RFP	5%
F. References	5%
G. Cost	45%

4.0 PREPARATION OF PROPOSAL

In preparing the Proposal, Offeror is to reference the definitions located in the General Conditions and Supplemental Conditions of this Proposal package. All blanks on the Proposal Form provided shall be completed by printing in ink or by typewriter and the Proposal signed. A price shall be indicated for each item, alternate item, and optional item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered.

The Proposal shall be executed with the complete and correct name of the individual, partnership, firm, corporation, or other legal entity. A copy of Articles of Partnership or Incorporation and resolution, or corporate board minutes empowering signatory to bind Offeror, attested by an officer of Offeror and affixed with the seal of the corporation, shall be submitted with Proposal.

Any corrections to the Proposal shall be initialed by person(s) signing Proposal. Proposals tendered after due date and time designated in these Instructions to Bidders will not be accepted. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephone proposals or modifications will be considered.

5.0 CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, the Offeror shall carefully examine the Contract Documents, Plans and Specifications, site of the proposed Work, and other conditions that may affect the performance of the Work. Therefore, it will be understood that the Offeror has investigated and is satisfied as to the conditions to be encountered; the character, quality, and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Specifications and Drawings. Submission of a Proposal shall be conclusive evidence that the Offeror has complied with these requirements.

Should an Offeror find discrepancies in, or omissions from the Plans, Specifications or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written Addendum may be sent to all Bidders. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

Engineer as having received the Bidding Documents (5) days before the opening of Proposals. The proposal as submitted by the Contractor will be so constructed as to include any Addenda if such are issued by the Engineer twenty-four (24) hours before the opening of Proposals. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

If any conflicts, errors, ambiguities, or discrepancies are discovered in or between any of the Bid Documents, Contract Documents, and/or related documents, and if said conflicts, errors, ambiguities, or discrepancies have not been resolved by Engineer by an Addenda, as set forth above, the Offeror shall include in the Proposal the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost. Such greater cost shall be included in the Proposal.

6.0 PROPOSAL GUARANTY

All Bids must be accompanied by Bid Security made payable to OWNER in an amount of five percent (5%) of Offeror's maximum price and in the form of a cashier's check made payable to The City of Dripping Springs or a Bond (on the attached Bid Bond form) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

The Bid security of the Successful Offeror will be retained until such Offeror has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Offeror fails to execute and deliver the Contract Documents and furnish the required contract security within 30 days after Owner releases its rankings of Offerors, Bid Security of that Offeror will be forfeited. If the Owner terminates the negotiations within the 30 day period, Bid Security of that Offeror will be returned. The Proposal Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of 30 days after notification of selection of that Offeror or 90 days after the release of rankings, whereupon Proposal Security furnished by such Bidders will be returned.

Proposal Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within 10 days after the release of rankings.

7.0 PERFORMANCE, PAYMENT, AND WARRANTY BONDS

Performance, payment, and warranty bonds shall each be issued in an amount equal to 100% of the Contract Amount as security for all the CONTRACTOR's obligations under the Contract Documents. Performance, payment, and warranty bonds (on bond forms provided with the Contract Documents or otherwise acceptable to Owner) shall be issued by a solvent company approved by OWNER and authorized to do business in the State of Texas and shall meet any other requirements by law or by OWNER pursuant to applicable law.

SECTION 00100
INSTRUCTIONS TO BIDDERS

8.0 INSURANCE REQUIREMENTS

CONTRACTOR will be required to maintain insurance in the types and amounts required by the Insurance Rider to the General Conditions. Such Insurance Rider may be requested by Offerors prior to the opening of proposals if done so in writing and directed to the Engineer.

9.0 BASIS OF PROPOSAL AND CONSIDERATION OF PROPOSAL AMOUNT

Bidders shall submit a Proposal as described in paragraph 3 above. Submission of a Proposal on any section signifies Offeror's willingness to enter into a Contract for that section alone at the price(s) offered.

For the purpose of Proposal Evaluation, the Offeror should include with the Bid Form herein, sufficient information that in Offeror's determination will provide sufficient information for the Owner to evaluate it in accordance with the Selection Criteria. OWNER reserves the right to reject any or all Bids, or to waive any informalities and irregularities. To meet the overall Project budget and schedule, OWNER also reserves right to delete separate Proposal Items submitted for execution of a Contract, to consider Project completion schedule in determining the highest ranked Offeror, and/or to award each phase of the work to separate contractors. The OWNER shall also reserve the right to waive informalities, technical defects, to reject any and all bids, and to accept the Proposal most advantageous to the Project.

If there are discrepancies in the Total Proposal amount written on the Proposal Form and the sum of the subtotals on the Proposal Form, the written Total Proposal amount shall govern.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

10.0 SUBMISSION OF PROPOSAL

Proposal shall be enclosed in an opaque sealed envelope plainly marked with the Project Title, the name and address of Offeror, and shall be accompanied by the Proposal Security and other required documents. If a Proposal is sent by mail or other delivery system, the sealed envelope containing the Proposal shall be enclosed in a separate envelope plainly marked on the outside with the notation "PROPOSAL ENCLOSED." Multiple envelopes/packages submitted shall be marked with the envelope number and the total number of envelopes for the Proposal (i.e. Envelope 1 of 2, for two envelopes).

Bids shall be addressed and mailed, or hand delivered to:

Burgess & Niple, Inc.
235 Ledge Stone
Austin, Texas 78737
(512) 432-1000
512-432-1015 (fax)

ALL BIDS ARE DUE BY 2:00 P.M. ON THE 12th DAY OF DECEMBER 2024 AND WILL BE OPENED AND READ ALOUD AT THAT LOCATION AND TIME.

11.0 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn by an Offeror, provided an authorized individual of the Offeror submits a written request to withdraw the Proposal before the time set for opening the Bids.

12.0 REJECTION OF BIDS

The following may be cause to reject a Proposal:

- (a) Bids containing omissions, alterations of form, qualifications or conditions not called for by OWNER, incomplete Bids, or Bids which are not accompanied by an acceptable Proposal Guaranty, will be considered in noncompliance and may be rejected. In any case of ambiguity or lack of clarity with the Proposal the OWNER reserves right to determine the most advantageous Proposal or to reject the Proposal.
- (b) Unreasonable or unbalanced Unit Proposal Prices.
- (c) More than one Proposal for same Work from an individual, firm, partnership or corporation.
- (d) Evidence of collusion among Bidders.

OWNER may conduct such investigations as OWNER deems necessary to establish the

SECTION 00100
INSTRUCTIONS TO BIDDERS

responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents during or after the forty-five (45) day ranking period.

13.0 AWARD AND EXECUTION OF CONTRACT

Award of Contract will be to the highest ranked Offeror in accordance with the provision of this Section 00100. However, OWNER reserves the right to reject any or all Proposals, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Proposals. OWNER further reserves the right to reject the Proposal of any Offeror whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The OWNER also reserves the right to waive informalities, to reject any and all Proposals, and to accept the Proposal most advantageous to the public interest. Further, the OWNER also reserves the right to waive all formalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Offeror.

Award of Contract will occur within the period identified herein, unless mutually agreed between the parties. Contract will not be binding on OWNER until it has been executed by both parties. OWNER will process the Contract expeditiously; however, OWNER will not be liable for any delays prior to the award or execution of the Contract.

14.0 CONTRACT SCHEDULE

The Work shall be substantially complete no later than **150** calendar days after the date when the Contract Times commence to run, and finally completed and ready for final payment no later than **180** calendar days after the date when the Contract Times commence to run.

Substantially complete shall mean completing the improvements, including the passage of all testing and completion of any necessary adjustments or corrections required by failure to pass any required tests so that the planned improvements are in operation.

Along with the Proposal, the Offeror shall provide a proposed time line schedule (measured in days) indicating milestones for this Contract for each contract duration. The schedule shall begin with award and include time for developing shop drawing, materials purchase and delivery, mobilization to the site, site work, installing of all major equipment, testing, and startup. This schedule will be included in the Contract documents.

15.0 SUBCONTRACTORS AND SUPPLIERS

Each Offeror shall submit with its Proposal names of proposed subcontractors with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project, and a proposed timeline schedule.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

16.0 SUBMITTALS TO BE INCLUDED WITH BIDS

Each Offeror shall submit the following with its Proposal:

- Completed Bid Form;
- Required Proposal Guarantee on Proposal Bond Form Provided, or a cashier's check made payable to The City of Dripping Springs;
- Names of proposed subcontractors, suppliers, and manufacturers with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project;
- Resumes of individuals who would be assigned to this project, with emphasis on the Project Manager and Job Superintendent must be included with Proposals
- Estimated Project Schedule;
- Resolution of Contractor
- Proposed locations of laydown/equipment storage and temporary offices to be used during this Contract;
- A listing of all labor, materials and equipment and detailed description of the procedure for completing the listed plant shutdowns and bypasses;
- Contractor Qualifications Form and information listed in the Section 3. EVALUATION CRITERIA.
- Executed Contractor's Quantity Certification

Bidders may be requested to respond to a request for information (RFI) from the Engineer for clarification or interpretation of items listed for the purpose of evaluating Bids.

17.0 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-bid conference will be held at City of Drippings Springs' Development Services Building located at 661 West Highway 290, Dripping Springs, Texas at **2:00 P.M. on December 5th, 2024**. Representatives of the City and Engineer will be present to discuss the PROJECT.

18.0 SITE AND OTHER AREAS

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR.

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided

SECTION 00100
INSTRUCTIONS TO BIDDERS

in the Bidding Documents. Along with the Proposal, Offeror shall identify the proposed locations of laydown/equipment storage and temporary offices to be used during this Contract if different from that identified in the Project Documents.

**SECTION 00300
BID FORM**

**CITY OF DRIPPING SPRINGS
ARROWHEAD SUBDIVISION PHASE 3 DRIPFIELDS**

SCOPE OF WORK:

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes the expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank.. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

Work in this Contract is generally described by the Contract Documents; titled as follows:

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term “City of Austin” is used in the City of Austin Specifications, it shall be construed to mean “OWNER, and or its designated representative.” Whenever the term “ENGINEER” is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

CONTRACT IDENTIFICATION:

Project Owner: **City of Dripping Springs**

Contract: **Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields**

THIS BID IS SUBMITTED TO:



The Offices of Burgess & Niple, Inc.
235 Ledge Stone Drive
Austin, Texas 78737
512-432-1000 office
512-432-1015 fax

1.01 In response to the OWNER’s request for Bids, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 90 days after the Bid date, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged (List Addenda by Number and Date).

Addendum No.	Addendum Date
<u>Add#1</u>	<u>11/26/24</u> 
<u>Add#2</u>	<u>12/11/24</u> 
<u> </u>	<u> </u>

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

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity 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 individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown on the following Bid Form. The Bid Form will also serve as a schedule of values for the Work to be performed.

There are no cash allowances for this Contract as described in paragraph 11.02 of the General Conditions.

1.0 General

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	Mobilization/Demobilization	LS	1	\$115,600.00	\$115,600.00
2	Site Preparation/Clearing	LS	1	\$614,200.00	\$614,200.00
3	Construction Entrance	EA	1	\$3,000.00	\$3,000.00
4	Silt Fence/ J Hook	LF	2,822	\$6.00	\$16,932.00
5	Transport/ Import Material ¹	CY	5,200	\$19.50	\$101,400.00
6	Soil Screening ¹	CY	7,242	\$8.25	\$59,746.50
7	Silt Fence at Ranch Park ²	LF	800	\$6.00	\$4,800.00
8	Construction Entrance at Ranch Park ²	EA	1	\$3,000.00	\$3,000.00
9	Onsite Soil Spreading & Mixing	CY	6,033	\$5.00	\$30,165.00
10	Revegetation	AC	7.3	\$5,250.00	\$38,325.00
11	Erosion Control	AC	7.3	\$1,950.00	\$14,235.00
SUBTOTAL - General					\$1,001,403.50

2.0 Subsurface Drip Irrigation System

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	4" SDR 21 Return Main	LF	2,213	\$37.00	\$81,881.00
2	6" SDR 21 Supply Main	LF	1,662	\$42.00	\$69,804.00
3	Zone 3-1 ³	LS	1	\$69,500.00	\$69,500.00
4	Zone 3-2 ³	LS	1	\$60,000.00	\$60,000.00
5	Zone 3-3 ³	LS	1	\$60,000.00	\$60,000.00
6	Zone 3-4 ³	LS	1	\$59,000.00	\$59,000.00
7	Zone 3-5 ³	LS	1	\$62,500.00	\$62,500.00
8	Zone 3-6 ³	LS	1	\$62,500.00	\$62,500.00
9	Zone 3-7 ³	LS	1	\$62,500.00	\$62,500.00
10	Zone 3-8 ³	LS	1	\$62,000.00	\$62,000.00
11	Zone 3-9 ³	LS	1	\$58,500.00	\$58,500.00
12	24"x24"x8" Stainless Steel Junction Box with 100 conductor terminal block	EA	2	\$3,200.00	\$6,400.00
13	Reprogramming controls to add new zones & Drip Skid Upgrades ⁴ (by JNM Technologies, Inc.)	LS	1	\$27,225.00	\$27,225.00
SUBTOTAL - Subsurface Drip Irrigation System					\$741,810.00

3.0 Effluent Storage Tank

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	250,250 Gallon Effluent Bolted Steel Storage Tank ⁵	LS	1	\$388,400.00	\$388,400.00
2	Tank Foundation	LS	1	\$29,150.00	\$29,150.00
3	Tank Yard Piping	LS	1	\$30,350.00	\$30,350.00
SUBTOTAL - Effluent Storage Tank					\$447,900.00

SUMMARY - CONSTRUCTION

	DESCRIPTION	TOTAL COST
1.0	SUBTOTAL - General	\$1,001,403.50
2.0	SUBTOTAL - Subsrface Drip Irrigation System	\$741,810.00
3.0	SUBTOTAL - Effluent Storage Tank	\$447,900.00
TOTAL BASE BID		\$2,191,113.50

Optional Bid Items

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	Haul Off Screen Material & Revegation (Ranch Park)	LS	1	\$29,110.00	\$29,110.00
SUBTOTAL - Optional Bid Items					\$29,110.00

BID ITEM NOTES:

1. Material is located at Dripping Springs Ranch Park. Contractor will be responsible for screening material and removal of material left over from the screening process. Contractor shall be responsible for verify earth work quantities prior to bid.
2. Quantities are approximate, contractor shall provide site fence and construction entrance at Ranch Park. Include cost in applicable bid items 1.8 and 1.9.
3. Cost should include moisture sensors in each zone, pipe, tubing, wiring, & valves.
4. Reprogramming of controls and any required skid improvements shall be conducted by JNM Technologies, Inc.
5. Will include tank fabrication, exterior coating of tank & accessories, liquid level controller, and fittings.
6. There is an existing chain link fence at Ranch Park that shall remain in place. Any damage to the fence shall be repaired by the contractors' soles' expense.

6.01 Bidder agrees that the Work shall be **substantially complete no later than 150 calendar days**. The Contract Times commence to run as provided in paragraph 2.03 of the General Conditions. The Work shall be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within a period of **180 calendar days** after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

Each Bidder shall submit the following with its Bid:

- A. Required Bid Guarantee;
- B. Names of subcontractors, suppliers, and manufacturers with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project;
- C. Contractor Qualifications Form, and information listed in the replacement Section D.

- Estimated Project Schedule;
- E. Resolution of Contractor;
- F. Proposed locations of laydown/equipment storage and temporary offices to be used during this Contract if different from what is shown on the plans.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on December 12th, 2024

State Contractor License No. _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

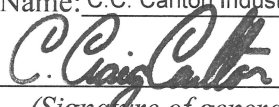
Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: C.C. Carlton Industries, LTD

By:  _____ (SEAL)
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): C. Craig Carlton, Manager to the G.P.

Business address: 3102 Bee Caves Rd, Ste. 200, Austin, Texas 78746

Phone No.: 512-476-4282 FAX No.: 512-476-4286

A Corporation

Corporation Name: _____

State of Incorporation Name: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____ (SEAL)
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venturer Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. 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.)

ID	Task Name	Duration	Start	Finish	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep																														
					29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21
1	TOTAL PROJECT SCHEDULE:	240 days	Mon 1/13/25	Tue 9/9/25	[Gantt bar spanning from Jan 13 to Sep 9]																																						
2	Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields (150	180 days	Mon 1/13/25	Fri 7/11/25	[Gantt bar spanning from Jan 13 to Jul 11]																																						
3	NTP, SUBMITTALS, ACQUIRING MATERIAL	15 days	Mon 1/13/25	Mon 1/27/25	[Blue task bar]																																						
4	Erosion Controls	4 days	Tue 1/21/25	Fri 1/24/25	[Blue task bar]																																						
5	Mobilization	7 days	Sat 1/25/25	Fri 1/31/25	[Blue task bar]																																						
6	Clearing/Site Preparation	30 days	Sat 2/1/25	Sun 3/2/25	[Blue task bar]																																						
7	Install Drip Irrigation System	100 days	Sat 2/15/25	Sun 5/25/25	[Blue task bar]																																						
8	Revegetation	10 days	Mon 5/26/25	Wed 6/4/25	[Blue task bar]																																						
9	Cleanup	7 days	Thu 6/5/25	Wed 6/11/25	[Blue task bar]																																						
10	Substantial Completion of Drip Irrigation System (150 DAYS)	0 days	Wed 6/11/25	Wed 6/11/25	[Milestone diamond at 6/11]																																						
11	Punchlist of Drip Irrigation	30 days	Thu 6/12/25	Fri 7/11/25	[Blue task bar]																																						
12	Final Completion of Drip Irrigation System (180 Days)	0 days	Fri 7/11/25	Fri 7/11/25	[Milestone diamond at 7/11]																																						
13	Bolted Ground Storage Tank (210-240)	240 days	Mon 1/13/25	Tue 9/9/25	[Gantt bar spanning from Jan 13 to Sep 9]																																						
14	Tank Submittals (From Supplier)	14 days	Mon 1/13/25	Sun 1/26/25	[Red task bar]																																						
15	Tank Submittals (Engineering Review)	14 days	Mon 1/27/25	Sun 2/9/25	[Red task bar]																																						
16	Bolted Ground Tank	175 days	Mon 2/10/25	Sun 8/3/25	[Red task bar]																																						
17	Tank Testing	7 days	Mon 8/4/25	Sun 8/10/25	[Red task bar]																																						
18	Tank Substantial Completion (210 days)	0 days	Sun 8/10/25	Sun 8/10/25	[Milestone diamond at 8/10]																																						
19	Punchlist of Tank	30 days	Mon 8/11/25	Tue 9/9/25	[Red task bar]																																						
20	Final Completion of Tank (240 days)	0 days	Tue 9/9/25	Tue 9/9/25	[Milestone diamond at 9/9]																																						

Arrowhead Subdivision Ph3 12/12/2024	Task		External Tasks		Manual Task		Finish-only		Manual Progress
	Split		External Milestone		Duration-only		Deadline		
	Milestone		Inactive Task		Manual Summary Rollup		Critical		
	Summary		Inactive Milestone		Manual Summary		Critical Split		
	Project Summary		Inactive Summary		Start-only		Progress		

Approval of the tank submittals is essential. We expect to have them approved within 14 days. If this timeline is not met, the tank schedule will be delayed due to the extended lead times.

CONTRACTOR'S QUANTITY CERTIFICATION

I hereby certify that C.C. Carlton Industries, LTD
(Name of Bidder/Corporation), has carefully examined the Bidding Documents, Plans, site of the proposed Work, and other conditions that may affect the performance of the Work, and have verified and agree with Bid Form Quantities for the Construction of Arrowhead Phase 2 Wastewater Treatment Plant Expansion.

I also hereby certify that C.C. Carlton Industries, LTD
(Name of Bidder/Corporation), has investigated and is satisfied with the conditions to be encountered; the character, quality and quantities of Work to be performed and materials to be furnished and the requirements of the Bidding Documents, Contract Documents, and Construction Plans, and that any conflicts, errors, ambiguities, or discrepancies that were discovered in or between any of the Bidding Documents, Contract Documents, Construction Plans, and/or related documents, and if said conflicts, errors, ambiguities, or discrepancies have not been resolved by Engineer by an Addenda, the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost are included in the Bid.

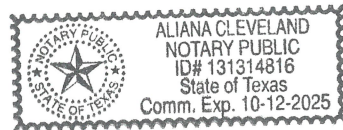
[Handwritten Signature]
Signature

Jay George
Name

December 12th, 2024
Date

SUBSCRIBED AND SWORN BEFORE ME THIS 12th day of December, 2024 to certify which witness by my hand and seal of office.

[Handwritten Signature]
Signature of Notary



**SECTION 00510
RESOLUTION OF CONTRACTOR**

RESOLUTION
of

_____ (CONTRACTOR) _____

I hereby certify that it was RESOLVED by a quorum of the directors of _____ (Name of Corporation) _____, meeting on the _____ day of _____, 20__ that _____ (Name) _____, _____ (Title) _____, be, and hereby is, authorized to execute all documents necessary to the transaction of business in the State of Texas on behalf of the said _____ (Name of Corporation) _____, and

That the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded and is now in full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the corporation this _____ day of _____, 20__.

_____ (Secretary)

(Seal)

SECTION 00410
BID BOND

BIDDER (Name and Address):

CC Carlton Industries, Ltd.
3102 Bee Caves Rd., Ste. 200
Austin, TX 78746

SURETY (Name and Address of Principal Place of Business):

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER (Name and Address):

City of Dripping Springs
511 Mercer St
Dripping Springs, TX 78620

BID

BID DUE DATE: December 12, 2024

PROJECT (Brief Description Including Location):

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

BOND

BOND NUMBER: Bid Bond

DATE: (Not later than Bid due date): December 12, 2024

PENAL SUM: Five Percent of Amount Bid \$ (5%)
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

CC Carlton Industries, Ltd. (Seal)

Bidder's Name and Corporate Seal

By: _____

Signature and Title
Jay George, V.P. of Estimating

Attest _____

Signature and Title
Alicia Cleveland, Est. Coordinator

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
Steven W. Dobson Attorney-in-fact
(Attach Power of Attorney)

Attest _____

Signature and Title
A. Gonzales Bond Admin.

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

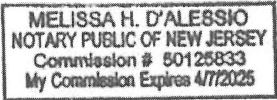
UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of December 20 24

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



CONTRACTOR'S QUALIFICATION

The Owner desires to contract with Contractor which is fully qualified and experienced to perform the work on this project.

The bidder is required to supply the following information to the Owner along with the Bid. Additional sheets may be attached if necessary.

- (1) Name C.C. Carlton Industries, LTD
- (2) Address 3102 Bee Caves Rd, Ste. 200
City Austin STATE Texas ZIP CODE 78746
- (3) Phone Number 512-476-4282 Fax Number 512-476-4286
- (4) Type of Firm:
 Individual Partnership Corporation
- (5) Corporation organized under the laws of the State of: _____
- (6) List the Names and addresses of all members of the firm or names and titles of all officers of the corporation.

<u>C. Craig Carlton</u> (Name)	<u>3102 Bee Caves Rd, Ste. 200, Austin, Texas 78746</u> (Address)
_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)

- (7) Number of years experience under present firm name: 25
- (8) Number of years experience in construction work of the type called for in this contract as: A general contractor 25; A subcontractor 25.

- (9) List at least three (3) similar projects in cost and nature completed as of recent date:
List most recent first.

Contract Amount	Class of Work	Date Completed	Owner's and Design Engineer's Name, Address & Telephone
\$ *See attachment A*	_____	_____	_____
\$ _____	_____	_____	_____
\$ _____	_____	_____	_____

- (10) Has your firm ever defaulted on a contract? No _____ If so, where and why? _____

- (11) Are you at present in any litigation or lawsuits involving construction work of any type?
 _____ Yes No. If yes, please explain: _____

- (12) Attach a list of your major equipment owned that is available for this contract.

Quantity	Description, Size, Capacity, etc.	Condition	Years in Service	Present Location
	See attachment B			

(13) Attach a list of all current work under contract and/or under construction.

Contract Amount	Type of Work	Percent Complete	Owner's Name, Address & Telephone
See attachment C			

(14) List the name and address of each subcontractor who will perform work in or about the work or improvements in excess of one-half (1/2) of one (1%) percent of the total bid price and indicate what part of the work will be done by each subcontractor:

Name	Address	Portion of Work Sublet
To be provided if Low Bidder		

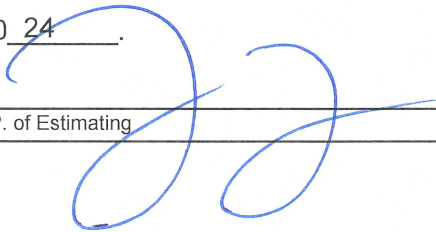
(15) List all jobs your company or any principal in your company performed in which a trench failure injury occurred:

Name of Job	Location	Date
N/A		

(16) Describe mechanic's or material-men's liens that have been filed against the company within the last three (3) years and the status of their disposition. N/A

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this 12th day of December, 20 24.

By: 
 Title: V.P. of Estimating

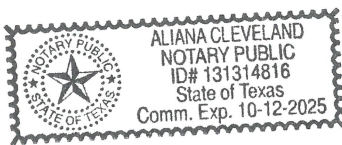
State of Texas

County of Travis

Subscribed and sworn to before me this 12th day of December, 20 24.

Notary Public 

My Commission Expires: 10/12/2025





The State of Texas
Secretary of State

CERTIFICATE OF ORGANIZATION

OF

CARLTON GP, LLC

FILING NUMBER 07046627

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF ORGANIZATION FOR THE
ABOVE NAMED COMPANY HAVE BEEN RECEIVED IN THIS OFFICE AND HAVE BEEN
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF ORGANIZATION.

ISSUANCE OF THIS CERTIFICATE OF ORGANIZATION DOES NOT AUTHORIZE
THE USE OF A COMPANY NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER ENTITY UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK
LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED FEB. 2, 1999

EFFECTIVE FEB. 2, 1999



Elton Bomer, Secretary of State

FILED
In the Office of the
Secretary of State of Texas
FEB 02 1999
Corporations Section

**ARTICLES OF ORGANIZATION
OF
CARLTON GP, LLC**

The undersigned, acting as the sole organizer of a limited liability company under the Texas Limited Liability Company Act (the "Act"), does hereby adopt the following Articles of Organization for CARLTON GP, LLC (the "Company"):

ARTICLE ONE

The name of the Company is CARLTON GP, LLC.

ARTICLE TWO

The Company will commence on the date these Articles are filed with the Secretary of State of Texas, and shall end on December 31, 2050.

ARTICLE THREE

The purpose for which the Company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the Act.

ARTICLE FOUR

The address of the initial registered office of the Company is 612 Brazos, Suite 201, Austin, Texas 78701, and the name of the initial registered agent of the Company at that address is C. Craig Carlton.

ARTICLE FIVE

The Company is to be managed by one or more managers. The number of initial managers, who shall serve as manager until the first annual meeting of members of the Company or until her successor is duly elected, shall be one. The name and address of such initial manager shall be as follows:

C. Craig Carlton
11506 Echo Hollow
Houston, Texas 77024

ARTICLE SIX

Any action required by the Act or the Texas Business Corporation Act ("TBCA") to be taken at any annual or special meeting of members, or any action that may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE SEVEN

No member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, sold, or offered for sale by the Company.

ARTICLE EIGHT

The right of members to cumulative voting in the election of managers is expressly prohibited.

ARTICLE NINE

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article Nine does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of a manager is expressly provided in an applicable statute. Any repeal or amendment of this Article Nine by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable as set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limits the liability of a manager or of a director of a corporation.

ARTICLE TEN

The Company shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was

a manager or officer of the Company or (ii) while a manager or officer of the Company, is or was serving at the request of the Company as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a limited liability company may grant indemnification to a manager under the Act and the TBCA, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any manager or officer who is elected and accepts the position of manager or officer of the Company or elects to continue to serve as a manager or officer of the Company while this Article Ten is in effect. Any repeal or amendment of this Article Ten shall be prospective only and shall not limit the rights of any such manager or officer or the obligations of the Company with respect to any claim arising from or related to the services of such manager or officer in any of the foregoing capacities prior to any such repeal or amendment of this Article Ten. Such right shall include the right to be paid or reimbursed by the Company for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act and the TBCA, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within 90 days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Act and the TBCA, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its managers or any committee thereof, special legal counsel, or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its managers or any committee thereof, special legal counsel, or members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, regulation, resolution of members or managers, agreement, or otherwise.

The Company may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article Ten shall extend to proceedings involving the negligence of such person.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative,

any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE ELEVEN

The name and address of the sole organizer of the Company are as follows:

Michael L. Cook
Jenkins & Gilchrist, P.C.
600 Congress Avenue, Suite 2200
Austin, Texas 78701

EXECUTED this 4th day of January, 1999.

SOLE ORGANIZER



Michael L. Cook

I, the undersigned organizer of CARLTON GP, LLC, a Texas limited liability company, do hereby disclaim any and all interests in said limited liability company.



Michael L. Cook

A

Item # 17.

Job #	Job Name	Location	PM	Superintendent	Owner	Engineer	Contract Price
24-003	Whisper Valley Central	7537 1/2 Taylor Ln, Manor, TX 78653	Byron Dupre	Trinidad Arriaga	Club Deal 120 Whisper Valley LP, % of Taurus of Texas GP LLC (Adam Moore:817-788-1000)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$1,302,938.45
23-058	BeBee Rd 16 In Waterline Ext	CR 122, Kyle, Texas	Jeff Markey	Gabino Sanchez	Goforth Special Utility District	Southwest Engineers (Neal Goedrich: 830-672-7516)	\$1,581,075.50
23-043	Tesla Kitchen HUB	1 Tesla Road Austin, TX 78725	Zac Vaughn	Joe Coppedge	Tesla (Kopi Garza:956-566-3693)	Tesla	\$310,701.00
23-032	River Oaks Community	N/A	John Graham	Gabino Sanchez	San-N-Pac Stores Inc	KFW Engineers & Surveying	\$109,734.00
23-028	McKinney Falls	5200 McKinney Falls Pkwy, Austin, TX 78744	Blake Scrivener	Jose Briones	OHT Construction, LLC (Jason Price: 512-813-7111)	LSI (Michael Linehan: 512-328-6050)	\$341,078.00
23-026	Preserve Waterline	3941 FM 2722, New Braunfels, Comal Co, Texas 78132	Tommy McDougal	Robbie Martinez	JHJ Land & Cattle Company Holdings, LLC (James Jacobs: 512-844-4333)	Haynie Consulting, Inc (T. Haynie: 512-837-2446)	\$331,000.00
23-019	PHC-DLH10	1301 E. Wintergreen Rd, Hutchins, Texas 75141	Zac Vaughn	Cody Ischy	Provident Hospitality Contractors, LLC (Eddie Grant: 631-707-6325)	Pape Dawson (Brandon O'Donald:817-870-3668)	\$275,440.00
23-016	FM 2252 Garden Ridge	Doerr Lane, Schertz, TX	Tommy McDougal	Robbie Martinez	City of Schertz	City of Schertz Engineering Department	\$247,053.00
23-012	Belton ISD	1651 O.T. Tyler Drive Belton, Texas 76513	Jeff Markey	Cody Ischy	Belton ISD	Kimley -Horn	\$1,130,421.00
23-008	Wood Spring Suites	Creekview Dr. & South New Road Waco, Texas 76711	Jeff Markey	Cody Ischy	Provident Hospitality	Southland Consulting Engineers	\$649,850.00
23-006	Space X 2	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fermin Molina	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$5,853,135.45
23-002	Headwaters Ph 4 Drip Field	3 miles NE of RM12 and US290, Dripping Springs, Texas	Heath Taylor	Joe Duarte	WFC HEADWATERS OWNER VII, LP	Allen Engineering Group (David Allen: 512-632-0121)	\$1,891,114.00
23-001	Homestead Ground Storage Tank	Homestead, Marion, Texas 78124	Tommy McDougal	Robbie Martinez	Green Valley Special Utility District (David Allen:830-914-2330)	Trihydro Corporation (Jason Vreeland:830-626-3588)	\$2,381,100.00
22-032	Swadeshi Plaza	7652 & 7680 183A Leander, Texas 78641	Heath Taylor	Fermin Molina	NEC CRYSTAL N 183 LLC (Ramesh Vadlamani:713-751-9890)	Kirkman Engineering (Jeremy Nelson:817-448-4960)	\$580,000.00
22-026	Mayfair	Kohlenberg Rd, New Braunfels	Heath Taylor	Robbie Martinez	Southstar at Mayfair, LLC	Pape-Dawson (Steven Dean: 830-632-5633)	\$3,700,901.41
22-025	Space X	858 FM 1209 Bastrop, Texas 78602	Brad Vonderheid	N/A	Space Exploration Technologies (Lyman Lam:310-682-2805)	Space X (AB Ozdil: 512-590-0447)	\$514,623.00
22-024	Prose at Buda	FM 2001 Buda, Texas 78610	Tommy McDougal	Gabino	Alliance Realty Partners, LLC	Kimley-Horn (Daniel Furdock:512-645-2237)	\$1,813,275.28
22-023	Cannon Ranch	Rob Shelton Blvd and Founders Park Road	Tommy McDougal	Joe Duarte	Ashton Woods Homes (Steven Pierce:512-615-6409)	Doucet & Associates, Inc. (Jacob Harris: 512-583-2600)	\$7,381,123.04
22-021	Villages of Hidden Lake Commercial	3607 Kelly Ln, Pflugerville, TX 78660	Heath Taylor	Trinidad Arriaga	BLD VOHL 6A-1 LLC (Becky Collins:512-774-7336)	Pape-Dawson Engineers (Mike Fisher: 512-454-8711)	\$1,141,397.00
22-019	Tesla Building Expansion	1 Tesla Road Austin, TX 78725	Josh Bollich	Joe Coppedge	Tesla (Marlin Cox: 570-580-1272)	Jacobs Engineering	\$612,710.00
22-017	Simwon	Plum Creek, Building 3 Kyle, Texas 78640	Brad Vonderheid	Fermin Molina	SIMWON NA CORP	Do Kim (Do Kim: 470-796-0720)	\$3,430,000.00
22-016	Emma Office Park	3219 Manor Road Austin, Texas 78723	Brad Vonderheid	Fermin Molina	Cumby Construction, LLC (James Cumby: 512-296-2535)	Jones & Carter (512-441-9493)	\$410,796.00
22-013	Northgate Ranch Phase 2 Section 7	2455 Co Rd 214 Liberty Hill, TX 78642	Heath Taylor	Trinidad Arriaga	Tri Point Homes (512-848-1401)	BGE, INC (Scott Swiderski: 512-879-0400)	\$8,278,539.90
22-012	Benton Phase 1-1 & 1-2	Ronald Reagan Blvd, Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$18,978,084.80
22-011	Parmer Sector 9	12600 McCallen Pass Austin, Travis Co, Texas	Jason Horne	Robbie Martinez	Karlin Parmer 9, 1 LLC (Matthew Schwab: 512-482-5565)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$1,556,367.00
22-008	3219 Manor Road	3219 Manor Road, Austin, Texas 78723	Heath Taylor	N/A	Cumby Construction, LLC	Jones & Carter (512-441-9493)	\$40,000.00
22-007	Homestead Offsite Force Main	N/A	Tommy McDougal	Hunter Dickiehut	I LF N-T Owner, LP (617-221-8400)	Trihydro Corporation (830-626-3588)	\$1,049,510.70
22-005	Entrada Ph 3	Crystal Bend Dr & Immanuel Rd, Pflugerville, TX	Josh Bollich	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD (Kevin Pope: 512-531-1375)	Carlson, Brigrance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$1,626,823.50

22-004	Hays County Ph 2 Drip Field	Ledgestone Dr, Austin, Texas 78731	Heath Taylor	Joe Duarte	Hays County Municipal District No. 4 (281-398-8211)	Burgess & Niple, Inc (Mora Guerra: mora.guerra@burgessniple.com)	\$1,631,388.00
22-003	HeadWaters Ph3	East of Intersection of Roy Branch Rd & Hazy Hills Loop, Austin, TX	Tommy McDougal	Joe Duarte	WFC Headwaters Owner VII, LP	Malone & Wheeler (Landon M. McClellan: 512-899-0601)	\$9,834,278.13
22-002	HeadWaters Ph3 Drip Irrigation	East of Intersection of Roy Branch Rd & Hazy Hills Loop, Austin, TX	Heath Taylor	Joe Duarte	Headwaters MUD of Hays County - C/O McLean & Howard L.L.P.	Allen Engineering Group (David Allen: 512-632-0121)	\$1,623,160.00

B

HEAVY EQUIPMENT	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
BACKHOE						
LB-12! PFH	2014	Cat	416F	0KSF01182	STALLION	9,164
LB-13! PFH	2014	Cat	416F	0KSF01689	BENTON	8,624
LB-16	2015	Cat	416F	0KSF02233	FREEDOM	3,129
LB-17	2014	Cat	416F	HKSF02077	FREEDOM	8,376
LB-18 PFH	2015	Cat	416F2	0HWB00257	HUTTO EXTENSION	7,769
LB-19 PFH	2015	Cat	416F2	0HWB00288	ENTRADA	7,459
LB-20	2015	Cat	416F2	0HWB00263	STALLION	9,172
LB-21 (BF-21) PFH	2019	Cat	416F2	0HWB01927	STALLION	5,275
LB-22 (BF-22) PFH	2019	Cat	416F2	0HWB01900	STALLION	7,306
LB-23 (BF-23) PFH	2019	Cat	416F2	0HWB01926	STALLION	5,868
LB-24 (BF-24) PFH	2019	Cat	416F2	0HWB01853	FREEDOM	6,781
LB-25! (BF-25)	2022	Cat 4SX	416	VH8P00967	FREEDOM	1,473
LB-26 (BF-26)	2022	Cat 4SX	416	PH8P00977	FREEDOM	1,350
LB-27 (BF-27)	2022	Cat4SX	416	H8P00975	SWEETWATER	1,418
LB-28 (BF-28)	2022	Cat4SX	416	H8P00980	SWEETWATER	1,414
LB-29! (BF-29) PFH	2022	Cat4SX	416	H8P00978	FREEDOM	1,280
LB-30 (BF-30) PFH	2022	Cat4SX	416	H8P00981	FREEDOM	1,201
WHEEL LOADER						
WL-01	2002	Volvo	L90D	70713	SHOP LOADER	20,467
WL-04 (LF-04)	2019	Volvo	L90H	624892	TESLA	9,411
WL-05 (LF-05)	2019	Volvo	L90H	624893	ESPERANZA	9,080
WL-06	2019	Volvo	L90H	624895	STALLION	8,750
WL-07!	2019	Volvo	L90H	624941	BENTON	8,254
WL-08 (LF-08)	2019	Volvo	L90H	624846	FREEDOM	9,895
WL-09 (LF-09)	2019	Volvo	L90H	24847	STALLION	9,009
WL-10	2020	Volvo	L90H	625352	LAKEMWAY HIGHLANDS PH.2	5,584
WL-12 (LF-12)	2020	Volvo	L90H	625290	LAKEMWAY HIGHLANDS PH.2	7,146
WL-13 (LF-13)	2020	Volvo	L90H	625388	MX AM CULTURAL CNTR	6,949
WL-14 (LF-14)	2020	Volvo	L90H	625389	ELM CREEK	6,367
WL-15 (LF-15)	2020	Volvo	L90H	625289	HUTTO BOOSTER STATION	5,661
WL-16	2019	Volvo	L90H	624985	FLORA TREATMENT PLANT	8,023
WL-17	2018	Volvo	L90H	624768	BENTON	6,475
WL-18	2019	Volvo	L90H	625049	LAKEMWAY HIGHLANDS	5,770
WL-19	2019	Volvo	L90H	624940	SPACE X	7,219
WL-23 (LF-23)	2019	Volvo	L90H	625392	FREEDOM	7,552
WL-27 (LF-27)	2019	Volvo	L90H	625325	MARBRIDGE IS	5,208
WL-30	2013	Volvo	L90G	617040	ESPERANZA	1,218
WL-31	2014	Volvo	L90G	617310	STALLION	14,339
WL-32 (LF-29)	2019	Volvo	L90H	625391	TRAVISSO	5,776
WL-33	2014	Volvo	L90G	617480	TRAVISSO	16,288
WL-34 (LF-34)	2014	Volvo	L90G	617203	FREEDOM	16,332
WL-35 (LF-35)	2014	Volvo	L90G	617578	WHISPER VALLEY	15,194
WL-36 (LF-36)	2014	Volvo	L90G	617392	SHOP	15,316
WL-37 (LF-37)	2022	Volvo	L70H	624635	STALLION	2,750
WL-38 (LF-38)	2022	Volvo	L90H	626090	AIRPORT GATEWAY	4,267

TRACK HOE	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
WL-39 (LF-39)	2022	Volvo	L90H	626089	FREEDOM	4,097
WL-40 (LF-40)	2022	Volvo	L90H	626117	AIRPORT GATEWAY	4,152
WL-41 (LF-41)	2013	Volvo	L110G	8769	ESPERANZA	14,601
WL-42!	2014	Volvo	L150H	4261	AIRPORT GATEWAY	14,201
WL-45 (LF-45)	2022	Volvo	L70H	624636	ALTA BLAKEY	3,236
WL-46 (LF-46)	2022	Volvo	L70H	624643	PARMER 9	2,114
WL-47	2018	Cat	950GC	00950CM5T01028	ESPERANZA	8,277
WL-48 (LF-48)	2022	Volvo	L90H	626151	WHISPER VALLEY	3,678
WL-49 (LF-49)	2022	Volvo	L90H	626152	FREEDOM	3,966
WL-50 (LF-50)	2022	Volvo	L90H	626150	LEGACY	3,205
WL-51 (LF-51)	2022	Volvo	L90H	626266	ESPERANZA	3,442
WL-52 (LF-52)	2022	Volvo	L90H	626308	SIMSBORO	3,261
WL-53! (LF-53)	2022	Volvo	L90H	626309	LEANDER FIRE	3,203
WL-54 (LF-54)	2022	Volvo	L90H	626313	BENTON	2,340
WL-55 (LF-55)	2022	Volvo	L90H	626310	SWEETWATER	3,094
WL-56 (LF-56)	2022	Volvo	L90H	626315	TRAVISSO	3,044
TRACK HOE	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
TH-5	2013	Cat	314D	SSZ00819	LEANDER FIRE	8,562
TH-6	2013	Volvo	EC140DL	210454	FREEDOM	10,622
TH-10 PFH	2019	Volvo	EC380E	311727	ESPERANZA	8,593
TH-11 PFH	2019	Volvo	EC380EL	311724	TRAVISSO	7,449
TH-12 PFH	2019	Volvo	EC380EL	311865	ELM CREEK	7,420
TH-15	2005	Volvo	EC460BLC	10955	MARBRIDGE LS	4,133
TH-16 PFH	2019	Volvo	EC380E	311760	MARBRIDGE LS	7,880
TH-24	2020	Volvo	EC220E	314233	ESPERANZA	5,152
TH-25!	2020	Volvo	EC220E	314206	LEANDER FIRE	5,450
TH-26	2020	Volvo	EC220E	314289	TESLA	5,076
TH-27	2020	Volvo	EC220E	314252	TRAVISSO	5,476
*TH-28 PFH	2000	Komatsu	PC-450LC-6X	K32052	SHOP / DOWN	14,382
TH-29	2020	Volvo	EC380E	314261	LEANDER FIRE	6,093
TH-35	2004	Cat	365B	DER00145	ESPERANZA	16,039
TH-37	2014	Cat	349FL	CAT0349FPHD00132	ESPERANZA	8,760
TH-38	2017	Cat	308E2CR	CAT0308ELFJX07195	STALLION	8,434
TH-39	2020	Volvo	EC380E	314269	SIMSBORO	5,266
TH-40!	2012	Cat	349EL	TFG0317	FREEDOM	12,981
*TH-41 PFH	2013	Volvo	EC340DL	210245	FREEDOM	12,850
TH-44	2017	Volvo	EC380E	311107	TESSERA LIFT STATION	7,195
TH-45 PFH	2014	Volvo	EC140DL	H00210774	SAN GABRIEL	9,593
*TH-47! PFH	2014	Volvo	EC340D	210448	BENTON	11,861

TH-48	PFH	2014	Volvo	EC340D	210458	LEGACY	11,805
TH-49		2020	Volvo	EC380E	314217	TESLA	4,490
TH-50	PFH	2020	Volvo	EC380E	314488	TESLA	4,288
TH-53		2019	Volvo	EC250E	314029	LAKEWAY HIGHLANDS	4,880
TH-55		2020	Volvo	EC220E	311008	MX AM CULTURAL CNTR	5,833
TH-59		2017	Volvo	EC350	310372	CANNON RANCH	7,390
TH-70		2019	Volvo	EC220E	310903	AIRPORT GATEWAY	5,470
TH-71		2017	Volvo	EC220E	310499	HUTTO BOOSTER STATION	4,392
TH-72	PFH2028	2022	Volvo	EC380E	314974	WHISPER VALLEY	2,728
TH-73	PFH	2022	Volvo	EC380E	314975	FREEDOM	3,709
TH-74	PFH	2022	Volvo	ECR235	314314	MARBRIDGE LS	2,298
TH-75	PFH	2022	Volvo	EC220EL	314726	TRAVISSO	2,809
TH-76	PFH	2022	Volvo	EC380EL	315052	MX AM CULTURAL CNTR	2,884
TH-77	PFH	2022	Volvo	EC220E	314824	BENTON	2,169
TH-78	PFH	2022	Volvo	EC220E	314803	AIRPORT GATEWAY	3,484
TH-79	PFH	2022	Volvo	EC380EL	315011	AIRPORT GATEWAY	3,617
TH-80	PFH	2022	Volvo	EC220EL	314806	FREEDOM	3,385
TH-81	PFH	2022	Volvo	EC380E	315042	FREEDOM	2,964
TH-82	PFH	2022	Volvo	EC380E	315028	AIRPORT GATEWAY	2,600
TH-83	PFH	2022	Volvo	EC220EL	314936	FREEDOM	2,963
TH-84	PFH	2022	Volvo	EC220EL	315006	ESPERANZA	1,933
TH-85	PFH	2022	Volvo	EC220E	315171	ESPERANZA	1,280
TH-86	PFH	2022	Volvo	EC380E	315288	BENTON OFF SITE	724
TH-87	PFH	2022	VOLVO	EC380E	315283	ESPERANZA	1,607
TH-88			VOLVO	EC380E	315299	SWEETWATER	2,190
TH-89		2022	VOLVO	EC220E	315257	SIMSBORO	1,886
TH-90		2022	VOLVO	EC220EL	315258	SWEETWATER	2,148
TH-91		2022	VOLVO	EC220E	315256	WHISPER VALLEY	1,286
TH-92		2022	VOLVO	EC220E	315255	WHISPER VALLEY	1,198
TH-93			AA	308CR SEX	0GG808757	LEGACY	761
TRACK LOADER		YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
TL-01		2017	Cat	963K	LBL00439	CANNON RANCH	10,428
TL-02		2021	Cat	963K	LBL01267	HOMESTEAD STORAGE TANK	4,882
MINI EX							
MX-01		2013	Hitachi	ZX50U-3	HCM1YB0H00277138	MX AM CULTURAL CNTR	9,024

MX-03	2018	Cat	305E2CR	CAT0305E2CR	LEANDER FIRE	981
MX-04	2020?	Volvo	ECR58D	VCE00C58T00210886	LAKEWAY HIGHLANDS PH.2	2,368
MX-05	2020	Volvo	EC3SD	14158	ALTA BLAKEY	2,845
MOTOR GRADER						
MG-01	2014	John Deere	772G	1DW772GPLDF65647	HOMESTEAD	14,012
MG-02	2014	John Deere	772G	1DW772GPPEF62633	FLORA TREATMENT PLANT	13,272
MG-03	2014	Cat	140M3	N9D00196	SPACE X	12,844
MG-06	2009	Cat	140M	MHB9D01529	LAKEWAY HIGHLANDS	16,865
MG-07	2015	Cat	140M3	0N9D00265	STALLION	12,197
MG-08	2007	Cat	14M VHP	B9J00195	SHOP	20,837
MG-09	2015	Cat	140M3	0N9D00422	FREEDOM	8,219
MG-10	2015	CAT	140M3	N9D00465	FREEDOM	6,511
MG-11	2018	CAT	140M3	N9D001015	STALLION	
TRENCH ROLLER						
CP-01	1999?	Wacker	RT560	716601025	SHOP / DOWN	1,201
CP-02	2012	Bomag	BMP8500	10172011 2394	SHOP / DOWN	743
CP-03	2016	Bomag	BMP8500	1.0172E+11	MAYFAIR	1,482
COMPACTION ROLLER						
	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
CR-01 SD 84"	2015	Bomag	BW211D-50	1.01585E+11	STALLION	5,489
CR-02 SD 84"	2016	Bomag	BW211D-50	1.01585E+11	HOMESTEAD	6,026
CR-03 SD 84"	2016	Bomag	BW211D-50	1.01585E+11	KEITH'S SHOP	5,972
CR-04 Pn 69"	2017	Volvo	PTR240	VCE0T240H04352012	FREEDOM	3,725
CR-05 SD 84"	2022	Volvo	SD115BD	236844	FREEDOM	1,596
CR-06 SD 84"	2022	Volvo	SD115BD	236932	STALLION	1,518
CR-07 PF 84"	2022	Volvo	SD115BF	236606	SPACE X	1,514
CR-08 SD 84"	1996	Ingersoll Rand	SD100D	147966	FLORA TREATMENT PLANT	1,551
CR-09 SD 84"		Volvo	SD115BD	236963	BENTON	1,401
CR-10 SD 46"		Volvo	DD15	270318	FREEDOM	337
CR-13 SF 65.9"	2007	Ingersoll Rand	SD77F	192640	ROMCO	2,147
CR-14 SF 84"	2012	Volvo	SD100F	226700	FLORA TREATMENT PLANT	4,031
CR-16 MSD 34.5"	2000	Wacker	RD11	CP388105558	ESPERANZA	335
CR-17 SD 84"	2012	Cat	CSS6B	L8H0356	FREEDOM	5,037
CR-18 Pn 69"	2012	Volvo	PT240R	325091	STALLION	4,787
CR-20 SD 84"	2016	Volvo	SD115B	236232	LAKEWAY HIGHLANDS PH.2	4,711
CR-23 MSD 46"	2017	Volvo	DD15	270233	SPACE X	1,564
CR-24 MSD 48"	2017	Volvo	DD15	270234	STALLION	1,546
CR-25 MSD 46"	2017	Bomag 120SL	BW120SL-5	8.6188E+11	LAKEWAY	850
CR-26 PF 84"	2015	Bomag	BW211PD-50	1.01584E+11	FREEDOM	4,062
CR-27 SF 84"	2021	Volvo	SD115B	VCES115BK0S236921	FREEDOM	1,223

CR-28 SD 84"	2019	Volvo	SD115B	VCE115BJ0S236533	ESPERANZA	1,694
ROCK SAWS		RK3-01P Teeth at River City	76863P-046-2 in stock			
TM-01	2016	TORO	TRX-20	316000199	SIMSBORO	685
TM-2A	2004	Case	960 Trencher	DFG0005118	SWEETWATER	926
TM-3A	2004	Case	960 Trencher	DFG0005138	SHOP	632
SKID STEER						
SK-5	2016	Cat	259D	0FTL10006	BENTON	8,040
SK-7	2014	Cat	289C	RTD00987	FREEDOM	6,231
SK-8	2019	Cat	289D	OTAW12423	ESPERANZA	6,557
SK-9	2019	Cat	289D	OTAW12604	SIMSBORO	5,174
SK-10!	2019	Cat	289D	OTAW12724	BENTON	6,619
SK-11	2019	Cat	289D	OTAW12725	STALLION	5,734
SK-12	2020	Cat	259D	0CW903265	ELM CREEK	3,711
SK-13	2020	Cat	259D	0CW906549	HOMESTEAD	3,391
SK-14	2020	Cat	259D	0CW906510	SPACE X	3,630
SK-15	2019	John Deere	333G	1T0333GKLF363708	THE RANCH	3,286
SK-22		AA	289D	JX915837	LEGACY	366
SK-23		AA	289D	JX915850	STALLION	333
SK-24		AA	289D	JX915240	ESPERANZA	319
SK-25		AA	289D	JX916545	LAKWAY HIGHLANDS PH.2	553
SK-26		AA	289D	JX915237	ALTA BLAKEY	250
SK-27		AA	289D	JX915238	TRAVISSO	248
STREET BROOM	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
BR-01	2013	Laymor	8HC	34584	SIMSBORO	1,526
BR-02!			CB95	335041	LEANDER FIRE	2,443
BR-03	2007	Laymor	8HC	29371-007	STALLION	2,443
WATER TRUCKS						
WT-01	2010	International	2000 gl	1HTMMAAN8AH267947	SWEETWATER	9,156
WT-02	2009	International	2000 gl	1HTMMAAN59H164206	SHOP / DOWN	11,462
WT-03	2007	International	2000 gl	1HTMMAANX7H392697	12831 DANIEL BOONE DR	5,691
WT-04	1997	Ford	F80	1FTXN80F9VVA44480	ESPERANZA	48,667
WT-05	2007	Ford	746	3FRWF75H47V448746	AIRPORT GATEWAY	19,393
WT-08	2015	International	2000 gl	1HTMMAAL1FH646357	ESPERANZA	8,655

WT-09		2012	International	2000 gl	1HTMMAAL3FH646358	WHISPER VALLEY	8,991
WT-10		2015	International	2000 gl	3HAMNAAL7CL044596	MARBRIDGE LS	8,139
WT-11		2004	Freightliner	2000 gl	1FVABTAL34DM75136	FREEDOM	50,795
WT-12		2013	International	2000 gl	1HTMMAAL1DH306641	BENTON	10,003
WT-15		2007	Ford 750 (commercial)	2000 gl	FRXF75E47V440768	FREEDOM	36,474
WT-16		2007	F750	2000 gl	3FRXF75E87V509428	TRAVISSO	488
WT-17		2007	Ford F-650	2000 gl	3FRNF65E37V511038	AIRPORT GATEWAY	45,850
WT-19		2003	Sterling	2000 gl	2FWBASAK43AL81703	FLORA TREATMENT PLANT	1,226
WT-20		2001	Sterling	2500 gl	2FWBAVAK51AH30126	MX AM CULTURAL CNTR	5,240
WT-22		2008	Ford F-750	2000 gl	3FRXF75E86V229085	SHOP	9,035
WT-23		2006	International	2000gl	1HTMMAAL76H263006	SPACE X	12,257
WT-24		2006	Freightliner	M2-106	1FVACXDD06HV82102	LAKEWAY HIGHLANDS	60,526
WT-25		2006	Freightliner	M2-106	1FVACXDD36HV82112	STALLION	8,096
WT-26		2006	Freightliner	M2-106	1FVACXDDX6HV82110	SWEETWATER	22,230
WT-27		2008	Ford F-650	2000 gl	3FRNF65A48V653462	SIMBBORO	19,924
WT-28		2008	Ford F-650	2000 gl	3FRNF65A88V647583	HOMESTEAD	14,898
WT-29		2013	International	2000 gl	1HTMMAAL9DH306631	ESPERANZA	9,220
WT-30		2017	Ford F750	2000 gl	1FDNF7DC6HDB02274	FREEDOM	7,006
WT-31		2017	Ford F750	2000 gl	1FDNF7DC4HDB06596	LEANDER FIRE	6,469
WT-33		2003	Sterling	2000 gl	2FZABYBS53AL03380	TESLA	5,193
WT-34		2003	Sterling Acterra	2000 gl	2FZABYBS93AL03382	SIMSBORO	19,806
WT-35		1997	Ford F800	2000 gl	1FDWF80C6VVA07395	SHOP	122,988
WT-36		2023	International	2000 gl	3HAEUMML0PL878218	FREEDOM	3,162
WT-37		2023	International	2000 gl	3HAEUMML2PL878219	STALLION	1,870
WT-38		2001	FRHT	2000 gl	1FV3GJAC1HH01742	SHOP	
DUMP TRUCK		YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
DT-1		2002	Mack	RD688S	IM2P267YX2M063816	SIMSBORO	22,334
DT-2		1995	GMC	WCA	4V1VDBME2NN648012	TRAVISSO	3,205
FARM TRACTOR							
FM-02		2004	New Holand	4D02B	HV109S9	HEADWATERS	237
Bull Dozer							
BD-01		2015	Komatsu	D65WX-17	2551	FLORA TREATMENT PLANT	13,043
BD-02		2015	Cat	D6K2XL	WMR00815	BENTON	9,225
BD-03		2017	CAT	D6NSL DOZER	NJN00158	SHOP	10,849

ARTICULATED TRUCK														
OT-01	2012	Volvo	A30F		82041	STALLION		12,416						
OT-02!	2013	Volvo	A25F		80285	WHISPER VALLEY		10,218						
OT-03	2013	Volvo	A40F		P00011718	HOMESTEAD		10,857						
OT-04	2012	Volvo	A25F		C00080094	TESLA		10,631						
OT-05	2016	Volvo	A25G		740345	FREEDOM		8,455						
OT-06	2016	Volvo	A25G		740261	FLORA TREATMENT PLANT		9,282						
OT-07	2022	Volvo	A25G		752333	BENTON		2,548						
OT-08	2017	VOLVO	A25G		740353	TRAVISSO		10,660						
OT-09	2015	VOLVO	A40G		340561	FREEDOM		11,400						
MESSAGE BOARD														
MB-01 ABCD enter	2017	WANCO	WTLMB		5F12S1611H1000067	Shop / READY								
MB-03					5F12S161971001465	Shop/Broke								
MB-04					5F12S1615A1000045	CANNON RANCH								
MB-05	2014	WANCO			5F12S1611E1001683	TRD								
MB-06		Display Solutions			S010907	TRP/Broke								
SHAKER SCREEN														
SS-01	2020	MGL EXI	Screen		EX1045T	FREEDOM		4450						
SS-02	2018	EXI	powerscreen		EXT1038T	FREEDOM		1,669						
TOWABLE WATER PUMP														
TP-01	2017	Atlas Copco	PAS150		ITH0007773	WHISPER VALLEY		2,707						
TP-02	2017	Atlas Copco	PAS150		ITH0008596	SIMSBORO		1,463						
TOWABLE GENERATOR														
TG-01 56kw-59kw	2011	MQ POWER	DCA70US12C		8802018	SIMSBORO		25280						
TG-02 56kw-59kw	2013	MQ POWER	DCA70SSJU4I		7305460	FREEDOM		9763						
TOWABLE COMPRESSORS	YEAR	MAKE	MODEL		SERIAL/VIN	LOCATION		CURRENT HOURS / MILES						
TC-01	1997	Sullair	185 DPQ JD		4123863	SHOP / DOWN		3,375						
TC-02	2007	Sullair	185 DPQ JD		2.00704E+11	HOMESTEAD		472						
TC-03!	2007	AtlasCopCo	XAS185JDHH		USA020665	SHOP / DOWN		565						
TC-04!	2005	Sullair	175 DPQ JD		4151464	Shop		428						
TC-05	2016	AtlasCopCo	XAS185KD7		4500A1014GR053369	SHOP		570						
TC-06	2016	AtlasCopCo	XAS185KD7		4500A1010GR053370	FREEDOM		713						
TC-07	2019	AtlasCopCo	XAS185KDU T4F		4500A1011KR058599	MAYFAIR		361						
TC-08	2019	AtlasCopCo	XAS185KDU T4F		4500A1014KR058600	SPACE X		217						

TC-09	2018	AtlasCopCo	XAS185	HOP058599	CANNON RANCH	379
TC-10	2018	AtlasCopCo	XAS185	4500A1019JR056968	FREEDOM	440
LIME MIXER						
LM-01	2010	CAT	RM500	0ASW00384	FREEDOM	5,552
LM-02		CAT	RM300	WR00614	FREEDOM	
MULE						
M-01	2021	Kawasaki	KAF820CMFNN	JKBAFSC11MB518587	SHOP	
BRUSH CUTTER						
BC-01	2018	CAT	BR172	TAB04654	SHOP	
BC-02				802	SHOP	
POWER SEEDER						
PS-01	2018	Erskin		HGA052357	HEADWATERS	
POWER RAKE						
PR-01	2020	PR72B	John Deere	TOPR72B90011	ESPERANZA	
SKID TRENCHER						
ST-01 3"			Erskine	1098663	LAKEWAY HIGHLANDS PH.2	
SKID POST DRIVER						
SPD-02	2022	EAR99	Ritchie Bros	PD680PZ22040801	Shop	
SKID TILLER					SHOP	
ST-01					SHOP	
SKID SHACKER					SHOP	
SSB-01					SHOP	
SKID AUGER					SHOP	
SA-01				1054932	SHOP	
SA-02		Alltec	HAI15		SHOP	
TREE SHEAR				801027	SHOP	
ANGEL BLADE					SHOP / READY	
SAB-01					SHOP / READY	
SKID FORKS						
SF-01		Cat		63SSFP070579	BIG SKY	
SF-02		Cat		65SSFP060165	SHOP	
SF-03		Blue Diamond		EAR99	RANCH	
SKID GRAPPLE						
SG-01					SHOP	
LIGHT TOWER					LOCATION	CURRENT HOURS / MILES
LT-01	2018	Atlas Copco	WUX910728	YA3029888HW910728	BENTON	905
LT-02	2016	Atlas Copco	WUX906378	YA3029888GW906378	SHOP	900

LT-03	2017	Atlas Copco	Highlight U4	906491	SHOP	1,629
LT-04	2017	Atlas Copco	Highlight U4	906489	SHOP	713
LT-05	2020	Atlas Copco	Highlight U4	906486	shop	939
LT-07	2020	Atlas Copco	WUX917330	YA3029886JW917330	SHOP	753
LT-08	2019	Atlas Copco	WUX920570	YA3029886KW920570	SHOP	1,098
LT-09	2018	Atlas Copco	WUX917490	YA3029886JW917490	SHOP / READY	705
LT-10			WUX917142	YA3029885JW917142	SHOP	198
PORTABLE WATER TOWER						
PWT-01	2016	Niece	12,000 gl	49320	MAYFAIR	
PWT-02	2014	Niece	12,000 gl	1N9T12015DK303025	FREEDOM	
PWT-03	2002	KPT-120	12000 gl	29652	STALLION	
PWT-04	2006	KPT-120	12,000 gl	38438	FREEDOM	
PWT-05	2010	MFG	12,000 gl	AL1542	STALLION	
HYDRO SEEDER						
HS-01	2018	Finn	T120GN"MR"43	1F9GS2129JF135127	Shop	1,904
SKID BROOM						
SB-01	2021	Mower King 72"	SSBM72	SSBM7221030802	SHOP	
RIDING MOWER						
RM-03	2013	Kubota 54"	Z724KH	8/26/1927	Shop	240
RM-04	2021	Turf Tiger 11 61" 31 HP Kaw	R0800927	SCGSTTII61V31DFI	WEDDING VENUE	1
TILLER						
RT-01		Cub Cadet	RT65		Shop	

Job #	Job Name	Location	PM	Superintendent	Owner	Engineer	Contract Price
24-014	Village Grove Ph.1	Wallace Mtn Dripping Spring, Texas	Byron Dupre	Gabino Sanchez	Dripping Springs Partners, LLC (Mathew Scrivener:615-405-0225)	Doucet & Associates, Inc. (Ryan Perry: 512-583-2600)	\$14,924,056.07
24-013	Northwest Booster Station	9809 Glenlake Dr. Austin, Texas 78730	Zac Vaughn	Alvino	City of Austin (Tiger Davis:512-972-2205)	CDM Smith Inc. (Alan Rhames:512-346-1100)	\$8,940,800.00
24-012	Riley's Point Public Improvements	Staples Rd and Old Bastrop Highway San Marcos, TX	Zac Vaughn	Gabino Sanchez	Woodfield Development, LLC (Adam Soto:214-625-2263)	Westwood Professional Services (Tate Braun: 972-235-3031)	\$4,921,474.70
24-011	SpaceX East Parking Lot	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fredy Cervantes	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$893,110.00
24-010	Wildridge	Intersection of US 290 & Wildridge Blvd, Dripping Springs, Texas	Zac Vaughn	Gabino Sanchez	Meritage Homes (Rob Archer: 855-588-6374)	Doucet & Associates (Richard Pham:512-583-2600)	\$27,771,118.59
24-009	Mayfair IH-35 Elec. & Fiber Crossing	IH-35 & Ransom Drive, New Braunfels, Texas	Heath Taylor	Jose Briones	Southstar at Mayfair, LLC (Jim Vater:512-865-5898)	Pape-Dawson (Jocelyn Perez: 830-632-5633)	\$501,192.50
24-008	Big Sky Drip Irrigation & WWTP	1000 Lone Peak Way Dripping Springs TX 78620	Heath Taylor	Lalo	Meritage Homes of Texas, LLC (Brando Hammann: 512-610-4800)	Doucet & Associates (Chris Reid: 512.583.2600)	\$3,627,472.25
24-007	Cedar Breaks & DB Woods LS	Georgetown, Texas	Blake Scrivener	Gabino Sanchez	City of Georgetown	CDM Smith Inc.	\$11,441,104.25
24-006	Hwy 281-7 Eleven Waterline	33889 US-281, Bulverde, TX 78163	Byron Dupre	Gabino/ Robbie	Texas Water Company	Langan Engineering & Environmental Services, Inc	\$271,961.00
24-005	Bell Tower	Azalea & S. 5th St. Temple, Texas	Jeff Markey	Roberto Cervantes	Pillar Income Asset Management	Pacheco Koch	\$1,400,000.00
24-004	Larkspur Ph 2	106 Groesbeck Ln, Leander, TX 78641	Heath Taylor	Joe Coppedge	TC/F 183, LP	KFM Engineering & Design	\$2,470,000.00
24-002	Meadowlark Ph 1&2	Pflugerville Way, Pflugerville, Texas	John Graham	Joe Coppedge	Meadowlark Preserve LLC	Pape-Dawson Engineers, Inc. (Dustin Goss: 512-454-8711)	\$16,831,150.50
24-001	Hoover Drive	187 Hoover Drive Kyle, Texas 78640	Byron Dupre	Joe Duarte	Kyle 150, LP (Clark Wilson: 832-256-9669)	Atwell	\$422,880.00
23-059	Gregg Manor	Gregg Manor Rd Manor, Texas	John Graham	Joe Coppedge	City of Manor	George Butler Associates, Inc (Pauline Gray: 737-247-7557)	\$4,479,997.50
23-057	RM 2243	RM 2243 Leander, Texas	Heath Taylor	Roberto Cervantes	City of Leander (Issac Turner:512-528-2700)	George Butler Associates, Inc	\$6,967,478.75
23-056	ZT Systems	1809 Titan Drive, Georgetown, TX 78628	Heath Taylor	Fermin Molina	ZT Systems (Tony Colona:732-856-0480)	Salas O'Brien Engineering	\$414,136.56
23-055	Easton Park Drys	Hillcock Terrace/Finial Dr. Austin, Texas	John Graham/Blake	Jose Briones	Easton Park Build to Rent, LLC	Carlson, Brigance & Doering, Inc	\$192,167.00
23-054	Freedom Ph.3	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Joe Duarte	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell (Mark Sabella: 512-904-0505)	\$7,661,173.70
23-053	Cannon Ranch Ph.2	Rob Shelton Blvd and US 290 Dripping Springs, Texas	Tommy McDougal	Joe Duarte	Ashton Woods Homes (Steven Pierce:512-615-6409)	Doucet & Associates, Inc (Jacob Harris:512-583-2600)	\$3,929,986.25
23-052	Braker Offsite	Braker Valley Austin, Texas	Jeff Markey	Tito Guerrero	RR Braker Valley LP	BGE, Inc (Chris Rawls:512-879-0400)	\$5,222,562.20
23-051	Lisso Ph.3	1404 Carvin Wv, Pflugerville, TX 78660	Tommy McDougal	Roberto Cervantes	Taylor Morrison of Texas, Inc (Walter Duke:512-688-9504)	Kimley-Horn: (Alex Granados:512-782-0602)	\$5,431,110.85
23-050	Addie's Point	Staples Rd and Old Bastrop Highway San Marcos, TX	Zac Vaughn	Gabino Sanchez	Woodfield Development, LLC (Adam Soto:214-625-2263)	Pacheco Koch (Tate Braun:972-235-3031)	\$3,444,338.00
23-049	Freedom Drys	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Jose Briones	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell, LLC (Mark Sabella: 512-904-0505)	\$1,987,016.50
23-048	Benton Nolina	Ronald Reagan Blvd, Georgetown, Texas	Blake Scrivener	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn:512-418-1771)	\$11,672,335.70
23-047	Gatehouse Lift Station	FM 1102, Comal Co. New Braunfels, Texas	Heath Taylor	Gabino Sanchez	Lennar Homes (Richard Mott:210-393-8095)	Integrated Water Services, Inc.	\$1,121,500.00
23-046	Airport Gateway South	3335 Caseybridge Ct Austin, TX 78741	Zac Vaughn	Trinidad Arriaga	Richman Group (Will Cureton:972.672.2300)	Consort (Enrique Sema:512-469-0500)	\$2,317,367.00
23-044	SpaceX East Parking Lot	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fermin Molina	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$1,289,227.00
23-042	Liberty Hill CR 260 & CR 266	CR 266 & 260 Liberty Hill, Texas 78642	Heath Taylor	Roberto Cervantes	City of Liberty Hill	Steger & Bizzell Engineering	\$5,331,480.50
23-041	Esperanza 3D	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Cude Engineers (W. Patick Murphy:210-681-2951)	\$11,821,679.00

23-040	Esperanza 3C	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Cude Engineers (W. Patrick Murphy:210-681-2951)	\$4,772,206.66
23-039	Esperanza 2H & Ponds	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Kimley-Horn (Michael Scholze:210-541-9166)	\$5,120,302.70
23-038	Leander Downtown Fire Improvement	Hero Way & Broade Street, West Dr. & Bagdad St. Leander, Texas 78641	Tommy McDougal	Trinidad Arriaga	City of Leander	Walker Partners, LLC (S. Jared Niermann:512-382-0021)	\$1,971,291.50
23-037	Chamonix 2 Ph.3 Drys	2450 Wickersham Ln, Austin, TX 78741	Jeff Markey	Joes Briones	Chamonix Owners Association Inc (Cadence Development: 512-301-8888)	LJA Engineering, Inc (S. Danny Miller:512-439-4700)	\$162,169.00
23-036	Belle Oaks Booster Station	691 Butler Oaks, Bulverde, TX 78163	Byron Dupre	Robbie Martinez	SJWTX dba Canyon Lake Water Service (Thomas Hodge:830-743-1369)	Matkin Hoover Engineering & Surveying (Kenneth Kolaeny:830-249-0600)	\$2,471,900.00
23-035	Mexican American Cultural Center	600 River St, Austin, TX 78701	Jeff Markey/Zac	Roberto Cervantes	City of Austin	MWM Design Group, Inc	\$669,958.40
23-034	Whisper Valley Easter WW Line	7537 1/2 Taylor Ln, Manor, TX 78653	Byron Dupre	Trinidad Arriaga	Club Deal 120 Whisper Valley LP, % of Taurus of Texas GP LLC (Adam Moore:817-788-1000)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$2,533,750.85
23-031	Travisso Amenity Center	FM 1431 and East of RM 2243 Leander, Texas	Heath Taylor	Fermin Molina	Travisso, Ltd	Pape-Dawson Engineers, Inc	\$727,143.00
23-030	Northgate WWTP	3201 Co Rd 214, Liberty Hill, TX 78642	Zac Vaughn	Tito Guerrero	North San Gabriel Municipal Utility District No.1	Steger Bizzell	\$10,771,081.00
23-029	Emma Office Park 2.0	3219 Manor Road Austin, Texas 78723	Zac Vaughn	Tito Guerrero	3219 Manor MU, LTD	Cumby Construction, LLC	\$117,816.00
23-027	Marbridge LS	2310 Bliss Spillar Rd, Manchaca, TX 78652	Alfonso Zepeda	Trinidad Arriaga	Marbridge Foundation (James Stacey: 512-282-1144)	Associated Consulting Engineers, Inc (Mike Russ: 512-329-0006)	\$1,109,904.00
23-025	Chamonix Ph 3	2450 Wickersham Ln, Austin, TX 78741	Jeff Markey	Trinidad Arriaga	Chamonix Owners Association Inc (Cadence Development: 512-301-8888)	LJA Engineering, Inc. (S. Danny Miller: 512-439-4700)	\$375,795.00
23-024	Stallion Run Unit 3	City of Mustang Ridge, Old Lockhart Hwy Travis Co., Texas 78610	Tommy McDougal	Gabino Sanchez	Century Land Holdings II, LLC	Cude Engineers (Jose Lozano: 210-681-2951)	\$5,326,151.38
23-022	Freedom Ph 1A & 2	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Joe Duarte	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell, LLC (Mark Sabella: 512-904-0505)	\$17,877,148.45
23-021	Alta Blakey	FM 969 & Blakey Lane Bastrop, Texas 78602	Zac Vaughn	Joe Coppedge	PRC 01 Bastrop, LLC (Ray Wilgeroth: 815-815-9909)	Kimley-Horn (Benjamin Green: 512-646-2237)	\$742,855.88
23-020	Homestead City Park	Green Valley Rd & FM 1103 Schertz, TX	Tommy McDougal	Robbie Martinez	ILF N-T OWNER, LP (Matt Matthews:512-265-5301)	Malone-Wheeler (Jesse Malone:512-899-0601)	\$586,842.50
23-018	Simsboro	265 Sayers Road Bastrop, Texas 78602	Blake Scrivener	Cody Isehy	City of Bastrop (512-332-8812)	Freese & Nichols (512-617-3100)	\$17,563,208.00
23-017	Travisso Ph 3 Sec 10	Travisso, Florentine Road, Leander, Travis County, Texas	Heath Taylor	Fermin Molina	Toll Austin Tx II, LLC (412-780-2312)	Pape-Dawson Engineers, Inc (Mike Fisher:512-454-8711)	\$8,151,167.56
23-015	KED Plasma	10807 N. IH 35 SVRD NB Austin, Texas 78753	Byron Dupre	Fermin Molina	Stough Development Corporation (513-842-0240)	Civiltude, LLC (512-761-6161)	\$314,910.00
23-014	Lakeway Highlands	N/A	John Graham	Fermin Molina	RH LAKEWAY DEVELOPMENT, LTD	CBD (Charles Brgance:512-280-5160)	\$3,677,509.15
23-013	Caraway Round Rock ISD	11104 Oak View Dr Austin, TX 78759	John Graham	Roberto Cervantes	RRISD	Corgan	\$374,798.00
23-010	San Gabriel Elevated Storage Tank	Leander, Williamson County, Texas	Nathan Porter	Ricky Luna	City of Leander (Russell Alabastro:512-528-2713)	K Friese and Associates (Dale P. Murphy:512-528-2721)	\$8,281,007.50
23-009	Howard Lane GMP	2908 E. Howard Lane Manor, Texas 78653	Byron Dupre	Trinidad Arriaga	Howard Apartments, LLC (832-922-9457)	Kimley Horn (512-646-2237)	\$2,393,233.00
23-007	Airport Gateway	3335 Caseybridge Ct, Austin, TX	Jeff Markey	Roberto Cervantes	Richman Group (Will Cureton:972.672.2300)	Consort, Inc (Enrique Serna: 512-469-0500)	\$3,870,966:50
23-005	Sweetwater Hilltop	Caprock Summit Drive, Bee Caves, TX	John Graham	Joe Duarte	BB Living, Inc. and Toll Brothers JV	CBD (Charles Brgance:512-280-5160)	\$5,543,383.62
23-004	Lakeside @ Tessera Lift Station	Tessera Parkway Lago Vista, Texas	John Graham	Ricky Luna	City of Lago Vista	Langan Engineering & Environmental Services, Inc	\$2,027,320.00
23-003	Hutto Booster Station	City of Hutto	John Graham	Ricky Luna	City of Hutto	DCS Engineering, LLC (Jessica Simpson:512-614-6171)	\$9,481,121.50

22-031	Esperanza 2G	601 Esperanza Blvd. Boerne, Texas 78006	Heath Taylor	Fermin Molina	Kendall County Water Control and Improvement District No. 2A	Kimley-horn (210-541-9166)	\$11,873,165.00
22-028	Benton Offsite Force Main	Ronald Reagan Blvd. Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$2,471,743.00
22-027	Benton Lift Station	Ronald Reagan Blvd. Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$3,971,352.51
22-022	Shelby Ranch	2210 & 2212 Lynnbrook Dr. Austin, Texas	Byron Dupre	Trinidad Arriaga	Low Routon/Deborah Bates (Josh Delk: 832-408-4063)	Civil & Environmental Consultants, Inc (Chad Kimbell: 512-439-0400)	\$1,420,042.00
22-020	Legacy Square Apartments	2519 Redwood Rd. San Marcos, TX 78666	Brad Vonderheid	Robbie Martinez	Herman & Kittle Properties, Inc (317-846-3111)	Cude Engineers (512-260-9100)	\$2,498,750.00
22-018	Pearson Ranch	7501 Pearson Ranch Road Austin, Texas 78717	Byron Dupre	Fermin Molina	CWS Pearson Ranch MF LP (Jarrett Sullivan: 512-732-8338)	WGI (Rachel Enns: 512-669-5560)	\$3,246,038.00
22-014	Elm Creek	N/A	Josh Bollich	Nathan Porter	Lennar Homes of Texas Land & Construction, Ltd. (Charlie Coleman: 512-506-4000)	BGE, INC (512-879-0400)	\$1,166,810.00
22-006	Spencer Ranch	N/A	Jason Horne	Robbie Martinez	SJWTX Or Canyon Lake Water Service (Michelle Clifton: 830-312-4562)	Matkin Hoover (Josh Valenta: 361-362-4222)	\$3,574,191.26
22-001	Colorfield	1006 Baylor Street, Austin, Texas 78703	Josh Bollich	Tito Guerrero	Cumby Construction (Bryan Cumby: 512-296-2535)	Jones Carter Inc. (William A.C. McShan: 512-441-9493)	\$1,246,065.77
21-028	Switch Round Rock	1 Dell Way Round Rock, TX 78664	Heath Taylor	Joe Guerrero	Switch	Bohler (Federico Olivares: 469-458-7300)	\$21,596,371.80
21-014	Entrada Phase 5	Crystal Bend Dr & Immanuel Rd. Pflugerville, TX	Josh Bollich	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD (Kevin Pape: 512-531-1375)	Carlson, Brigance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$7,498,109.32

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** is by and between **The City of Dripping Springs** (hereinafter called OWNER) and (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001 GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work and are made a part of this Contract. Whenever the term "City of Austin" is used in the City of Austin Specifications, it shall be construed to mean "OWNER, and or its designated representative." Whenever the term "ENGINEER" is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

ARTICLE 2 - THE PROJECT

2.01 This project is for construction of City of Dripping Springs Arrowhead Phase 3 Dripfields.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Burgess & Niple, Inc., 235 Ledge Stone, Austin, TX, 78737, 512/432-1000 (phone), 512/432-1015 (fax) who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

ARTICLE 4- CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be substantially complete no later than **150** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions no later than **180** calendar days after the date when the Contract Times commence to run.

Substantially complete shall mean completing the improvements, and testing so that the planned improvements are in operation.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$1000.00** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the same amount specified for liquidated damages for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

- A. For all Work, an amount equal to the sum of the established unit price for each identified item times the estimated quantity of that item as indicated in the Bid Form:

The Contract amount is:

There are no cash allowances for this Contract as described in paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make partial payments as the Work progresses on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions:

1. Prior to Final Completion and acceptance of the Work, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and
- b. 95% of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the OWNER as provided in paragraph 14.2 (with the balance being retainage).

6.03 Final Payment

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price.

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due, excluding retainage, as provided in Article 14 of the General Conditions shall bear interest at the rate of 6.0%. Owner shall pay interest on retainage when required by the laws of the State of Texas.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including Addendums.

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

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Project site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

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

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

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, CONTRACTOR has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

K. CONTRACTOR agrees that no contractor, subcontractor, material supplier, vendor, laborer, mechanic, or other person can or will contract for or in any other manner acquire any lien upon the building or works covered by the Agreement, or the land upon which the same is situated.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. Instructions to Bidders
 2. This Agreement (Standard Form of Agreement, Between Owner and Contractor, on The Basis of a Stipulated Price);
 3. Bid and Information Submitted with Bid;
 4. Insurance Certificates;
 5. Performance Bond;
 6. Payment Bond;
 7. Warranty Bond;
 5. General Conditions;
 6. Supplemental Conditions;
 7. Technical Specifications;
 8. Project Drawings
 9. Addenda;
 10. Pre-Bid Meeting Minutes
 11. Exhibits to this Agreement:
 - a. CONTRACTOR's Bid;
 - b. Documentation Submitted by CONTRACTOR Prior to Notice of Award;

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

- c. Blank Certificate of Substantial Completion;
 - d. Blank Work Change Directive Form;
 - e. Blank Change Order Form;
 - f. Blank Affidavit of All Bills Paid;
 - g. Blank Certificate of Final Completion;
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Written Amendments;
 - b. Executed Work Change Directives;
 - c. Executed Change Order(s).
- B. With the exception of bound drawings, the documents listed above are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplemental Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Law

A. The agreement shall be interpreted according to the laws of the State of Texas.

10.06 Venue

A. If any lawsuit is filed relating to the agreement, venue shall be in Hays County, Texas.

10.07 Modification of Agreement

A. This is the entire agreement between the parties. This agreement cannot be amended except in writing, signed by both parties.

ARTICLE 11 – INDEMNIFICATION OF OWNER AND ENGINEER BY CONTRACTOR

11.01 As is provided in Section 6.20 of the General Conditions, CONTRACTOR agrees to indemnify and hold harmless OWNER, ENGINEER, ENGINEER's consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses, and damages caused by or arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss or use therefrom and (ii) is caused in whole or in part by any act or omission of the CONTRACTOR, any Subcontractor, any Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone else for whose acts any of them may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED BY ANY NEGLIGENCE OR OMISSION OF OWNER, ENGINEER OR ANY OF THE OTHER PERSONS LISTED ABOVE TO BE INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF SUCH PERSON OR ENTITY.**

**SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement of **Five (5)** Originals. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Dripping Springs

By: _____

By _____

Bill Foulds, Mayor

Attest: _____

Attest _____

Address for giving notices:

Address for giving notices:

**City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, Texas 78620**

License No. _____

Agent for service of process: _____

Designated Representative:

Designated Representative:

Name: **Michelle Fischer**

Name

Title: **City Administrator**

Title

Address:
**City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, Texas 78620**

Address:

Phone: **(512) 858-4725**

Phone

Fax: **(512) 858-5646**

Fax

**SECTION 00610
PAYMENT BOND**

Item # 17.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, TX 78620

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

PYB- 1

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER and the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**SECTION 00620
PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, TX 78620

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ **(Corp. Seal)**

SURETY

Company: _____ **(Corp. Seal)**

Signature: _____
Name and Title:

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ **(Corp. Seal)**

SURETY

Company: _____ **(Corp. Seal)**

Signature: _____
Name and Title:

Signature: _____
Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract including any warranties or guarantees contained herein, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, only with consent of the OWNER, which OWNER may withhold in its sole and absolute discretion, to perform and complete the Contract; or
 - 4.2. (Deleted)
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor in accordance with this paragraph 4 and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2. (Deleted)
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1 or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. Up to the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigate the costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof following written notice to the OWNER and the OWNER's continued failure to cure for ten (10) days after receipt of notice.

**SECTION 00630
WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, _____ as Principal, and _____, a Corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of _____ as Surety, are held and firmly bound unto the City of Dripping Springs as Owner and Obligee, in the sum of _____ (\$ _____). For the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, out heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

Executed and dated this _____ day of _____, 2024

WHEREAS, the said Principal has submitted a Bid to the Owner dated _____, 2024 (the "Bid") and has been selected as the Contractor for the construction of _____ as described in the Contract Documents (the "Project");

WHEREAS, the Principal shall provide warranties directly to the Owner as set forth in the Contract Documents, and has consented to provide this Bond which shall cover any defect in materials or workmanship provided or performed pursuant to the Contract Documents, for a period of one (2) year following final acceptance of the Project.

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH, that if said Principal shall faithfully repair or replace any defect in the materials or workmanship free of charge to Owner which may develop or occur during the one (2) year period following date of final acceptance of the Project by Owner and subject to the limits and liabilities and other terms and conditions set forth in the Contract Documents, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery") of any item of warranty obligation which arises during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and the Surety.
2. Any and all claims made under this Bond shall be subject to the limits and liabilities and other terms and conditions as set forth in the Contract Documents, which terms are incorporated herein by reference.

Principal

By _____
Title _____
Address _____

Surety

By _____
Title _____
Address _____

Owner:

By _____
Title _____
Address _____

By The name and address of the Resident Agency of the Surety is:

A copy of the Surety Agent's Power of Attorney must be attached.

STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

CITY OF DRIPPING SPRINGS
SOUTH REGIONAL WASTEWATER SYSTEM

ARROWHEAD SUBDIVISION PHASE 3 DRIPFIELDS

THE GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT WILL BE THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT PREPARED BY THE ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC C-700, VERSION 2018) WITH MODIFICATIONS MADE BY OWNER.

GENERAL CONDITIONS

Prepared By



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GENERAL CONDITIONS

Article 2 — DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Request for Proposals (RFP), Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids or Proposals which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument that sets forth the Contract Price, Contract Times, identifies the parties and evidences the agreement between the Owner and the Contractor for performance of the Work.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, instructions to bidders, RFP, bid bond or other bid security, if any, the bid form, and any attachments or supplements to the Bidding Documents.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.
 10. *Claim*—A demand or assertion by the Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract. Contract Documents include the Agreement, the General Conditions, any Supplemental, Supplementary and Special Conditions, if any, the Insurance Rider (Exhibit A), and the performance and payment bonds, along with any other documents specifically listed in the Agreement as a Contract Document. Only those documents listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Time(s)*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Final Completion* - The Work is complete when it is ready for final payment as established by the Engineer's written recommendation of final payment as set forth in Paragraph 15.06.

25. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
26. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
27. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
29. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
30. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
31. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
32. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
33. *Owner's Representative* - The individual or entity will be responsible for administration of the Contract as a representative of the Owner. Owner has designated Carollo Engineers to provide construction management services with duties, responsibilities, and limitations therein as required by Contract. Where, in the Contract Documents, certain rights, responsibilities, actions, or obligations are required of Owner, either the Owner or the Owner's Representative may exercise and act on Owner's behalf.
34. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
35. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

36. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
46. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be

utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

48. *Successful Bidder*—The Bidder having submitted a responsive Bid to which the Owner makes an award of contract.
49. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
50. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
51. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
52. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
53. *Unit Price Work*—Work to be paid for on the basis of unit prices.
54. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
55. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract

Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall

furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

Article 3 — **PRELIMINARY MATTERS**

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: Contractor shall deliver to Owner such bonds as Contractor may be required to furnish within ten (10) days of the date on which Contractor signs the Agreement. Contractor shall not be permitted to commence performance until the bonds have been delivered even though the Contract time may have commenced..
- B. *Evidence of Contractor’s Insurance*: Before any Work at the Site may commence, Contractor shall deliver to the Owner certificates of insurance and policy endorsements pages for all insurance policies that may be required of Contractor by the Contract Documents evidencing compliance with the Owner’s insurance requirements as required in Article 6 and Exhibit A, Owner’s Insurance Requirements, to these General Conditions..

2.02 Copies of Documents

- A. Owner shall furnish to Contractor 3 printed copies of conformed documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including 1 fully signed counterpart of the Agreement), and 1 copy in electronic portable document format (PDF). Additional printed copies of the conformed documents will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence upon issuance of a Notice to Proceed by the Owner.

2.04 Commencement of Performance

- A. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein

2.05 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- B. Contractor represents that Contractor's preliminary Progress Schedule has been prepared and is based upon Contractor's own knowledge, understanding, and judgment of conditions and hazards, known and anticipated, and does not rely on any representations by Owner

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

2.07 Designation of Authorized Representatives

- A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.08 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.09 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.10 Electronic Data

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
 1. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

Article 4 — **CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as

being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents:* 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 (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard

specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof. Should Contractor perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work. Owner shall have sole authority to accept the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.
- D. If the Work required by a Drawing or Specification identifies or requires a specific piece of equipment, such Drawing or Specification shall indicate the manufacturer's

part number or reference data. If specific equipment is required, the Drawings or Specifications shall indicate the design dimensions and the minimum and maximum allowable operating tolerances for any such equipment, where applicable.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (1) a Field Order; (2) Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or (3) Engineer's written interpretation or clarification.

Article 5 — **COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date. Any Work performed by the Contractor before the Contract Time commences shall not be charged against the Contract Time.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor, by or through a registered professional land surveyor (RPLS) or other qualified professional, shall be responsible for laying out

the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by and RPLS or other professionally qualified personnel.

- B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite or the location of Contractor's project management personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for Owner's acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Contract Times may only be made by a Change Order.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and Contractor's ability to demonstrate effect on Contractor's then established critical path.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, unusually severe and abnormal weather conditions such as tropical storms, hurricanes, or tornados, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an

equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times and Contractor's ability to demonstrate effect on Contractor's then established critical path. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this sub-Paragraph. The occurrence of flooding or other effects of storms or severe weather such as thunderstorms or ordinarily experienced rain events shall not trigger an adjustment of the Contract Time pursuant to this Section. Rain events and other anticipated weather that may result in delays to Contractor's performance are addressed in the following paragraphs D and E.

- D. The procedure for the determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:
 - 1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month; and
 - 2. The unusually severe weather must actually cause a delay to the completion of the Project.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
(5)	(4)	(5)	(4)	(5)	(6)	(4)	(4)	(5)	(5)	(4)	(4)

- E. For the duration of the Contract, the Contractor shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather shall not qualify as an adverse weather delay unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceeds the number of days for that month as referenced above, the Owner upon notification by the Contractor, will convert any qualifying delays to

calendar days, giving full consideration for equivalent fair weather work days, and a Modification shall be issued in accordance with the Contract.

- F. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with the Project or any other project or anticipated project.
- G. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- H. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 4.
- I. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this Paragraph 12.03 within 30 days of the commencement of the delaying, disrupting, or interfering event.
- J. Contractor expressly waives any right to an adjustment in Contract Price for any event of delay. Contractor's sole remedy for any delay shall be limited to an adjustment in Contract Time.

ARTICLE 5 — SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Times as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in the Contract Documents.
- B. Owner shall provide any easements for ingress or egress necessary for access to the Site
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment for which the Site and any Owner-provided easements do not provide.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all 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 relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* 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 structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.
- B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the Contract Documents, plans and specifications. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.
- C. *Reports and Drawings:* The Supplementary Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- D. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- E. *Limited Reliance by Contractor on Technical Data:*
1. Contractor may rely upon the general accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- F. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Contractor waives and expressly acknowledges that it does not possess and may not maintain any claims against Owner due to the inclusion or omission from the bid documents or the Contract Documents any data concerning geotechnical, hydrological or other similar data and studies that may be known to the Owner or its Engineer, regardless of whether such data was considered in the design.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
5. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 6. is of such a nature as to require a change in the Drawings or Specifications;
 7. differs materially from that shown or indicated in the Contract Documents; or
 8. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior

to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

- a. The Contract Times will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, such condition must meet any one or more of the categories described in Paragraph 5.04.A.
2. Contractor shall not be entitled to any adjustment in the Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If an Underground Facility is uncovered or revealed at or contiguous to the Site was not shown or indicated with reasonable accuracy on the Drawings, then Contractor shall, promptly, but in no instance more than three (3) days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Following receipt of said written notice, Engineer will:
1. promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume without a change to the Drawings and without a resulting Change Order or Work Change Directive, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments:* If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Times, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Times, Contractor may make a Claim therefor as provided in Paragraph 10.05.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of, if any:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. Contractor waives and acknowledges that it may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques,

- sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such

Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, 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 RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.J OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.
- J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall be in accordance with Texas Government Code Chapters 2253 and 2269.
 - 1. A Performance Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract exceeds \$100,000).
 - 2. A Payment Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract amount exceeds \$50,000).
 - 3. Contractor will be required to furnish performance and payment bonds, if required as stated above, in the contract amount in the Contract Agreement, the Project specifications, or the latest edition issued with the contract at the time of award. The bonds must be issued by one or more corporate sureties authorized to do business in Texas as acceptable to the Owner.
- B. All bonds shall be in the form prescribed by the Owner in the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements above, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving

rise to such notification, provide another bond and surety, both of which shall comply with the requirements above.

- D. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 15.

6.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Insurance Rider (Exhibit A).

6.03 Certificates of Insurance

- A. Contractor shall provide insurance in accordance with Owner's Insurance Requirements of Contractor that is Exhibit A to these General Conditions.
- B. Contractor shall deliver to Owner, with copies to each additional insured identified in **Exhibit A** to the Contract, certificates of insurance, policy endorsements page (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain..

6.04 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Insurance Rider to be listed as insureds or additional 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 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.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. Unless noted in the Contract Documents, professional engineering or other design services that may, in the Contractor's determination, become necessary to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety are the Contractor's responsibility and the Contractor shall cause such services to be provided by a properly licensed design professional at Contractor's expense. If noted in the Contract Documents, then the services shall be included in the Contract Price and no Change Order or increase in the Contract Price shall be due to Contractor upon performance of those professional services.

7.02 Contractor's Standard of Care; Supervision and Superintendence

- A. The Contractor shall prosecute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards for projects similar to the Project, using qualified, careful, and efficient workers, in conformity with the provisions of the Agreement and in strict compliance with the Contract Documents and with Laws and Regulations.
- B. 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.
- C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld. Contractor shall not employ any superintendent on the Project, whether initially or as a replacement, against whom Owner may have reasonable objection. The superintendent shall fluently speak the English language. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform overtime Work or Work on a Saturday, Sunday, or any legal holiday without Owner's written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work, but the Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in strict accordance with the Contract Documents.
- B. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- C. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor may be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- D. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in strict accordance with the Contract Documents.
- E. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- F. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- G. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- J. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, 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 RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner may assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. The Owner enjoys tax-exempt status as a public entity. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer

shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear and be liable for all claims, costs, expenses, losses, and damages (including but not limited to all fees and charges of engineers, architects, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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 Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly,

in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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 or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor

to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will strictly conform to the requirements of the Contract Documents and will be performed in a good and workmanlike manner, and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.

7.18 Indemnification

- A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM LOSSES, DAMAGES, COSTS, AND JUDGMENTS (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 FROM THIRD-PARTY CLAIMS OR ACTIONS RELATING TO OR RESULTING FROM THE PERFORMANCE OR FURNISHING OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, COST, JUDGMENT OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.
- B. IN ADDITION TO THE ABOVE AND ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT DOCUMENTS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM LOSSES, EXPENSES, DAMAGES, COSTS, CLAIMS, CAUSES OF ACTION, AND JUDGMENTS (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, CONSULTANTS, EXPERT WITNESSES, ATTORNEYS, AND

OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING FROM ACTIONS RELATING TO OR RESULTING FROM THE FAILURE TO PERFORM MATERIAL OBLIGATIONS REQUIRED BY THE CONTRACT DOCUMENTS OR THE FURNISHING OF THE WORK.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional..
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under a delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8 — OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be

performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer 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 so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL 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 RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

ARTICLE 9 — OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. For all Project and performance of Work matters, Owner will issue all communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

9.02 Replacement of Engineer

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

- 9.03 Furnish Data
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay When Due
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6 and Exhibit A to the Contract Agreement.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 — ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will assist the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's representative designated in Paragraph 2.07, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer'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 observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer 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, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary or Special Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions or elsewhere in the Contract Documents.

10.04 Engineer's Authority

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the

Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the Contract Documents.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Article 12.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of the Contract Documents.
- D. When functioning as interpreter and judge under this Paragraph, Engineer will not show partiality to Owner or Contractor.

10.07 Authorized Variations in the Work

- A. Owner and Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price 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 may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on

entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

10.09 Limitations on Engineer's Authority and Responsibilities

- A. Engineer's authority, responsibility, or actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.
- B. Engineer 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.
- C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07 will only be 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.
- D. The limitations upon authority and responsibility set forth in this Paragraph shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 11 — CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as

set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall indicate the basis and scope of said adjustment in the Work Change Directive or associated documents, or, in the alternative, the Owner may, but is not required to, submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. 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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be

based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

- a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either recommend approval or denial of the Change Proposal in whole or in part and in any combination thereof.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal.

ARTICLE 12 — CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's recommendations or decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim

through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding and the party asserting the Claim shall be deemed to have expressly waived such Claim, unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes, subject to controlling Laws and Regulations.

G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 — COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work:** The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any

such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All trade discounts accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as

to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. The cost of utilities, fuel, and sanitary facilities at the Site.
- f. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's employees, agents, and other personnel not specifically included in Paragraph 13.01.B.1 whether at the Site or in Contractor's principal or branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other

adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 10.05.
- C. 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.

D. Adjustments in Unit Price

1. Contractor or Owner may make a Claim for an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - b. there is no corresponding adjustment with respect any other item of Work; and
 - c. the cost to perform the item of Unit Price Work have changed materially as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14 — TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**14.01 Notice of Defects**

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

14.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.03 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.04 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* In addition to the Owner, Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Written notice of defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall be liable for and shall pay all expenses, claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, any professional costs, expenses and fees associated with any aspect of identification, evaluation, a correction of defective work, any fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work.

14.05 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so subject to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety. Contractor shall pay all expenses, fees, claims, costs, losses, and damages of any kind attributable to Owner's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor.

14.06 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor's obligations shall be as provided in section 14.03D and F.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.07 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.08 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected or defective Work as required by Owner or Engineer, 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 then Owner may, after 7 days' written notice to Contractor cure such default, make demand on Contractor's surety to perform as required in the performance bond issued for the Work, utilize its own forces, or hire a supplemental or replacement contractor to correct or remedy any such deficiency. In electing to exercise any remedy allowed under this Paragraph, Owner is not required to terminate Contractor's rights of continued performance for the entirety of the Work but may eliminate such scope of work from Contractor as may be necessary to exercise its rights under this section.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or 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, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. 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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 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; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 — PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 1. At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment 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.
 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear

of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Payments for stored materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment, except for payments associated with prepurchase vendor contracts initiated by Owner and assigned to Contractor.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

5. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or has accepted defective Work;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. Owner is entitled to impose a set-off against payment or refuse to make payment as recommended by Engineer based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work or has accepted defective Work;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so

withheld. Owner shall promptly pay Contractor the amount so withheld if Contractor remedies the reasons for such action.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as Incomplete) and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
 - 1. 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 by Engineer, such costs to be set off against subsequent payments or memorialized in a Change Order in accordance with section 15.01.E.1.I.
- C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, 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, subject to the following conditions:
 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work will relieve Contractor of its insurance obligations under these Contract Documents.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- B. If some or all of the Work has been determined not to be at a point of Final Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing by Engineer, such costs to be set off against subsequent payments or memorialized in a Change Order in accordance with section 15.01.E.1.I.

15.06 Final Payment

A. *Application for Payment*

5. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
6. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
7. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner

shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner unless Contractor has previously reserved its rights for any specific Claims.

15.08 Correction Period

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), or by any specific provision of the Contract Documents, any Work is found to be defective,, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. 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 relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION**16.01 Owner May Suspend Work**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work and all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. Owner shall have the right with respect to Contractor and Contractor's surety to demand performance of said surety within ten (10) days following termination. Further, Owner shall have the right to determine and/or approve and replacement contractor desired by Surety to correct and complete the Work
- D. Contractor's services will not be terminated pursuant to Paragraph 16.02.B if Contractor commences curative measures within 7 days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by

Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed nor shall Owner be required to publicly bid any completion work should Owner exercise its right to complete the Work on its own as completion work shall be deemed by the Owner, Contractor, Contractor's surety, and Engineer to qualify for an exemption to public bidding as found in the Texas Local Government Code chapter 252.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. 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
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in

Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 — FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. For any disputes subject to this Article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
 2. For any claim not resolved by mediation, 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.

ARTICLE 18 — MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line or with a corresponding confirmation of delivery or read receipt to the individual or to a member of the firm or to an officer of the corporation for whom it is intended..

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions

of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.
- B. The Contractor and Owner waive claims against each other for the following enumerated consequential damages arising out of or relating to this Contract. This mutual waiver includes and is expressly limited to the following:
 1. damages incurred by the Owner for lost revenue, profit, financing costs, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the State of Texas without regard to its conflict of law principals.

18.08 Assignment of Contract

- A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Prevailing Wage

- A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

18.12 Right to Audit

- A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.
- B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:
1. The Contractor's compliance with contract requirements;
 2. The Contractor's compliance with the Owner's business ethics policies; and
 3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.
- C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 17.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

- D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 17.10.
- E. If an audit inspection or examination in accordance with this Article 17.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor

18.13 Trust Funds

- A. This Project is subject to the Texas Trust Fund Statute, Chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this Article 18

18.14 Severability

- A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted

18.15 Amendments

- A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party

18.16 Confidential Information

- A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.
- B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

- C. Any information deemed to be confidential or proprietary by the Contractor should be clearly annotated on the pages where confidential or proprietary information is contained. The Owner cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act (“TPIA”), since information deemed to be confidential or proprietary by the Contractor may not be confidential or proprietary under Texas Law, or pursuant to a Court order. Pursuant to SB 943, the Owner must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the TPIA: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; identity of the parties to a contract; execution and effective dates; and information connected to a vendor or contractor’s performance on the contract. Additionally, information regarding performance under the contract, including breaches of contract, contract variances, amendments, liquidated damages, and other penalties for non-performance, must generally be released under the TPIA

18.17 Texas Public information Act Requests

- A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the TPIA. As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner’s obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner’s audit rights in section 17.10.
- B. This provision applies if the Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner in a fiscal year of the Owner. The Contractor must (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to Owner for the duration of the Contract; (2) promptly provide to Owner any contracting information related to the contract that is in the custody or possession of the entity on request of Owner; and (3) on completion of the contract, either:
1. provide at no cost to Owner all contracting information related to the Contract that is in the custody or possession of the entity; or
 2. preserve the contracting information related to the Contract as provided by the records retention requirements applicable to Owner.
- C. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

END OF DOCUMENT

DOCUMENT 00800-1
SUPPLEMENTARY CONDITIONS TO GENERAL CONDITIONS

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These Supplementary Conditions amend or supplement Document 00700 - General Conditions. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1 — DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01 Add to Paragraph 1.01.A by inserting the following as new numbered items in their proper alphabetical positions:

Construction Manager - The individual or entity will be responsible for administration of the Contract as a representative of the Owner. Owner has designated Burgess & Niple Engineers to provide construction management services with duties, responsibilities, and limitations therein as required by Contract.

Final Completion - The Work is complete when it is ready for final payment as established by the Engineer's written recommendation of final payment as set forth in Paragraph 15.06.

ARTICLE 2 — PRELIMINARY MATTERS

2.09 Electronic Transmittals

SC-2.09 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. Electronic Documents Protocol: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated in this Document, the terms of this Protocol will be incorporated into any other agreement or subcontract

between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of General Conditions, Paragraph 18.01.
2. System Infrastructure for Electronic Document Exchange
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 50 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, Trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and

- 4) Include any other Project Website attributes that may be pertinent to Contractor’s use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Table 1, including software versions, if listed.

Table 1. Software Requirements for Electronic Document Exchange

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	EADOC	EADOC	
a.2	Meeting agendas, meeting minutes, RFI’s and responses to RFI’s, and Contract forms.	EADOC	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, “or equal” requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner’s and Engineer’s responses to Contractor’s Submittals, Shop Drawings, correspondence, and Applications for Payment.	EADOC	PDF	

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	EADOC	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email with Attachment	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email with Attachment	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email with Attachment	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email with Attachment	DB	
<p>Notes:</p> <ol style="list-style-type: none"> 1. All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents. 2. Transmittal of written notices is governed by General Conditions, Paragraph 18.01. 				
<p>Key:</p> <p>DB Microsoft® Access .mdb format, Version 2013</p> <p>DGN Microstation .dgn format, Version V8i</p> <p>DOC Microsoft® Word .docx format, Version 2013</p> <p>DWG Autodesk® AutoCAD .dwg format, Version 2024</p> <p>EADOC Web-Based Construction Document Management System</p> <p>Email Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies</p> <p>EXC Microsoft® Excel .xls or .xml format, Version 2013</p> <p>LFE Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)</p> <p>PD Portable Document Format readable by Adobe® Acrobat Reader, Version 2020 or later</p>				

ARTICLE 3 — CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

Not used.

ARTICLE 4 — COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress – refer to General Conditions.

ARTICLE 5 — SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

SC-5.01 Add the following new paragraph immediately after Paragraph 5.01.C:

- D. Any Work performed in public rights-of-way, in addition to conforming to the Contract Documents, shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located.

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following new paragraphs immediately after Paragraph 6.01.A.3.:

1. Contractor shall furnish a fully executed warranty bond issued in the form of Document 00612 - Warranty Bond prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
2. The warranty bond must be in a bond amount of 15 percent of the final Contract Price.
3. The warranty bond must be issued by the same surety that issues the performance bond.

6.03 Contractor's Insurance

SC-6.03 Add the following new paragraphs immediately after Paragraph 6.03.C.5:

- D. Other Additional Insureds: As a supplement to the provisions of General Conditions, Paragraph 6.03.C, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer).
- E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).
- F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. Commercial General Liability—Form and Content: Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for 3 years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and 3 years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. Commercial General Liability—Minimum Policy Limits
- J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.
- K. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may not meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy.
- M. Contractor's Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than 3 years after final completion.
- N. Contractor's Professional Liability Insurance: If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of 2 years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.
- P. Unmanned Aerial Vehicle Liability Insurance: If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

- SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:
1. Regular working hours will be 6 am to 6 pm.
 2. Owner's legal holidays are: New Year's Eve and New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

7.09 Permits

SC-7.09 Add the following new paragraphs immediately after paragraph 7.09.A:

- B. Owner will provide the following permits:
1. Edwards Aquifer Protection Plan.
 2. City Building Permit.

7.10 Taxes

SC-7.10 Add the following new paragraph immediately after Paragraph 7.10.A:

7.19 Delegation of Professional Design Services

SC-7.19 Add the following new subparagraph immediately after 7.19.A.

1. Where the technical specs require the Contractor to provide professional design services and to submit signed and sealed documents from a registered Professional Engineer.

ARTICLE 8 — OTHER WORK AT THE SITE

Not used.

ARTICLE 9 — OWNER'S RESPONSIBILITIES

Not used.

ARTICLE 10 — ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. **Liaison**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. Review of Work; Defective Work
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. Inspections and Tests
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. Payment Requests: Review Applications for Payment with Contractor.
 7. Completion
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 — CHANGES TO THE CONTRACT

11.02 Change Orders

SC-11.02 Insert the following new subparagraphs immediately following Paragraph 11.02.A.4:

5. In signing a Change Order, the Owner and Contractor acknowledge and agree that:
 - a. the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages and other impact costs. This document will become a supplement to the Contract and all Contract provisions will apply hereto. It is understood that this Change Order shall be effective on the date approved by the Owner's Representative;
 - b. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
 - c. no reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
 - d. no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

11.08 Change of Contract Times

SC-11.08 Add the following new paragraphs immediately after Paragraph 11.08.B:

C. Use of Float:

1. A request for adjustment of Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only when the time lost or gained exceeds the float for the activity at the time of the event giving rise to the claim. Float, the amount of time between the early start date and the late start date, or the early finish date and the late finish date, is jointly owned by both Owner and Contractor whether expressly disclosed or implied in any manner.
2. Contractor shall not use float suppression techniques (including, but not limited to, preferential sequencing caused by late starts of follow-up trades, unreasonably small crews, extended durations, or imposed dates) in information provided to Engineer.

ARTICLE 12 — CLAIMS

Not used.

ARTICLE 13 — COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Adding the following new language at the end of Paragraph 13.01.C.2:

- a. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading,

assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

ARTICLE 14 — TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Not used.

ARTICLE 15 — PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 Substantial Completion

SC-15.03 Add the following new subparagraphs immediately after Paragraph 15.03.A:

1. The Work shall be Substantially Complete when the Work when drip irrigation system expansion has been completed in accordance with the Contract Documents. All process equipment shall be installed and operational, or temporary arrangements satisfactory to Owner shall have been made. Operational testing must be completed prior to the date of Substantial Completion.

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION

Not used.

ARTICLE 17 — FINAL RESOLUTIONS OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

ARTICLE 18 — MISCELLANEOUS

Not used.

END OF DOCUMENT

SECTION 00800-2
SUPPLEMENTAL CONDITIONS

1.0 SCOPE OF WORK

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term "City of Austin" is used in the City of Austin Specifications, it shall be construed to mean "OWNER, and or its designated representative." Whenever the term "ENGINEER" is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

2.0 ENGINEER (Reference 1.01.A.22 in the General Conditions)

The term "Engineer" in these specifications shall be understood as referring to Burgess & Niple, Inc., 235 Ledge Stone Drive, Austin, Texas 78737, or such other Engineer, Superintendent, or Inspector as may be authorized by said OWNER to act in any particular.

3.0 OWNER (Reference 1.01.A.32 in General Conditions)

The term "OWNER" shall mean The City of Dripping Springs.

4.0 EXAMINATION OF SITE OF PROJECT

CONTRACTOR shall make a careful examination of the site of the Project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and the method of providing ingress and egress to the work sites and private properties, and the methods of handling traffic during construction of the entire Project.

5.0 CONSTRUCTION PLANS AND SPECIFICATIONS (Reference 2.02 of the General Conditions)

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SUPPLEMENTAL CONDITIONS**

Construction plans are furnished herewith and made a part of these specifications, the same as if they were written herein. The CONTRACTOR will be furnished three (3) sets Project Documents at no expense to him.

The documents are intended to agree and be mutually explanatory, and they shall be accepted and used as a whole and not separately. Should any item be omitted from the drawing and be herein specified, or vice versa, it shall be executed in the same way as if both shown and specified. Should contradiction be found, definite provisions of the specifications will be referred to the requirements of the drawings; however, the decision of the Engineer shall be final.

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

1. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
2. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

Where reference is made in these specifications to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization. Such specifications referred to are hereby made a part of these specifications.

6.0 RECORD DRAWINGS/AS-BUILT PLANS (Reference 7.12 of the General Conditions)

Prior to commencing any portion of the Work, the CONTRACTOR will be furnished two (2) sets of construction plans in the form of blue-line prints to be used as a daily record of the Work as constructed on which it shall indicate changes made during construction. All notes and comments necessary to give a clear conception of exactly how all items were constructed including locations shall be shown. As-built plans shall also be provided for all shop drawings submitted by CONTRACTOR if the shop drawings were constructed differently than that approved. The furnished sets of drawings shall be identified on the front lower right-hand corner of each sheet by a rubber stamp impression reading as follows:

**"RECORD PRINTS"
"TO BE USED FOR RECORDING AUTHORIZED FIELD
MODIFICATIONS AND DIMENSIONAL DATA ONLY"**

One set of "Record Prints" shall be submitted to the Engineer for review at the time of Substantial Completion and must be approved prior to final payment. The Engineer will

**SECTION 00800-2
SUPPLEMENTAL CONDITIONS**

return these drawings to the CONTRACTOR who shall transfer in indelible red ink all the information onto the clean set of blueline prints for the OWNER's use. After recording information on the prints, the CONTRACTOR shall stamp each print "Record Drawings" and certify in writing on each print by his signature that the indications are a true and accurate record. CONTRACTOR shall deliver both the jobsite marked-up prints and the "Record Drawings" prints to the Engineer. These "Record Drawings" prints delivered for the OWNER's use is a condition of final acceptance and payment.

As the work progresses, the CONTRACTOR shall update the "Record Prints" on a daily basis as required to maintain an accurate dimensional record of the work as constructed, including:

1. Exact locations and elevations of all underground and buried portions of the Work.
2. All changes and corrections to dimensions.
3. All changes of materials and finishes.
4. Location, size and arrangement of all concealed items of mechanical and electrical portions of the work, including outlets, piping conduit, valves, dampers, duct work and equipment.
5. Location, size and arrangement of exposed piping, valves, conduit, equipment, and other utilities.
6. All changes and deviations in the work from that indicated and specified in the Contract Documents including Addenda, Change Orders, and field modifications.

Field measurements shall be made of work in place and the proper dimensions indicated on the "Record Prints" to clearly and accurately delineate the work as constructed.

Equipment identification plates, valve tags, fixture types and other identification designations shall be clearly marked on the "Record Prints" as to location and designation using symbols corresponding to symbols used in the Contract Documents.

The preparation of "Record Prints" showing changes and deviations in the Work does not grant the CONTRACTOR the authority to make changes in the Work without the expressed written approval of the Engineer and OWNER in each and every case.

7.0 COMMENCING WORK (Reference 2.03 of the General Conditions)

The CONTRACTOR is required to notify the Engineer at least 48 hours prior to the date work is to commence under this Contract and at least 48 hours prior to implementing any change in the work schedule.

No Person shall have the authority to verbally alter, modify, expand or reduce the requirements of the drawings or specifications. Verbal modifications shall not be binding

SECTION 00800-2
SUPPLEMENTAL CONDITIONS

on the OWNER or CONTRACTOR until specifically confirmed in writing by the ENGINEER. The CONTRACTOR shall bear full responsibility for nonconforming work initiated by a verbal request in the field. All modifications affecting cost, scope, quality or time shall be made a part of the contract by a "Change in Contract" approved by OWNER.

8.0 QUANTITIES (Reference 13.03 of the General Conditions)

The CONTRACTOR shall check and verify all dimensions shown on the drawings and shall report in writing any inconsistencies to the Engineer before submitting a Bid, or include in the Bid the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost as described in the Instructions to Bidders. In addition, the CONTRACTOR shall check and verify all dimensions shown on the drawings and shall report in writing any inconsistencies to the Engineer before proceeding with any work or ordering of materials. The CONTRACTOR shall verify all measurements and shall be responsible for the correctness of the same. Any difference which may be found shall be submitted in writing to the Engineer for consideration before proceeding with the Work.

The CONTRACTOR shall calculate all quantities for the work to be performed based on the construction drawings and specifications. The cost for all work required to complete the Work shall be included in the Contract Price. No incidental items of work will be paid for unless there is an item in the proposal for such work. It must be strictly understood that the prices bid are for complete and acceptable work, and CONTRACTOR will not be paid for any materials on hand or stored at the job site.

9.0 STAKING FOR CONSTRUCTION

Construction staking for the alignment and location of all proposed improvements shall be the responsibility of the CONTRACTOR. The proposed improvements shall be located as shown on the construction plans and in reference to benchmarks identified by the Engineer. The OWNER reserves the right to check the CONTRACTOR's lines, grades, levels, etc. at any time. No direct or separate payment will be made for construction staking or restaking.

10.0 CONSTRUCTION SCHEDULE (Reference 1.10(A).34 of the General Conditions)

Prior to commencing work, the CONTRACTOR shall submit a schedule illustrating the working day progress of the work to its completion within the time frame allotted in the Contract. This schedule shall be revised by the CONTRACTOR monthly and submitted with monthly pay estimates to the Engineer.

SECTION 00800-2
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11.0 CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR PERFORMANCE OF WORK (Reference Article 7 of the General Conditions)

It is expressly understood and agreed to by the CONTRACTOR that, regardless of the extent of inspection and supervision provided by the OWNER and the Engineer, it is the CONTRACTOR's responsibility to perform and complete work in accordance with the drawings and specifications, and that the OWNER and Engineer have no liability or responsibility whatever to the CONTRACTOR for any work performed by the CONTRACTOR which is not in accordance with the drawings and specifications regardless of the time when discovered and whether discovered at any time during the course of construction or after acceptance of the Work.

The Engineer shall inform the CONTRACTOR of any Work that is not in accordance with the drawings and specifications when it becomes known to him. If any Work is performed which is not in accordance with the drawings and specifications and is not discovered until a later time, neither the OWNER nor the Engineer shall have any responsibility to the CONTRACTOR, or be liable to the CONTRACTOR for the correction or removal of the unsatisfactory portion of the Work or of any portion of the Work subsequently performed or affected by it. The correction or removal of such unsatisfactory Work and the replacement with satisfactory Work shall be performed by the CONTRACTOR at his own expense, and is understood to be fully included in his contract requirements, without any additional compensation or claims upon the OWNER or Engineer.

12.0 BOUNDARIES OF WORK

The CONTRACTOR is required to use only the area designated by the OWNER as working areas. All work shall be done in such a manner as not to interfere with normal activities occurring outside of the work area.

The OWNER will provide land and rights-of-way for the Work specified in this Contract and make suitable provisions for ingress and egress, and the CONTRACTOR shall not enter on or occupy with men, tools, equipment, or materials, any ground outside the Site or property of the OWNER without the written permission of the owner of such other property.

13.0 EXISTING UTILITIES

Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, electrical lines, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the CONTRACTOR to avoid damaging these existing structures whether or not they are shown on the plans. The OWNER and Engineer assume no responsibility for failure to show any or all of the structures on the plans or to show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. If any structure is damaged by the CONTRACTOR it shall be his

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responsibility to repair the damage at his own expense and restore the structure to its functional use.

The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed by its construction operations. Where existing utilities or service lines are cut, broken, or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense.

Protection of poles and landscaping shall be done at no expense to the OWNER.

14.0 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with, until ordered to do so by the Engineer. The right is reserved by the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs to their property that may become necessary by the performance of this Contract.

15.0 CONTRACTOR'S INSURANCE (Reference Insurance Rider and Attachment B Insurance Requirements)

CONTRACTOR shall, at its sole cost and expense, procure and maintain in effect during the term of this Agreement the insurance coverage in the amounts set forth herein.

16.0 SUPERINTENDENT (Reference 7.02 of the General Conditions)

A full time field superintendent with a minimum of five (5) years of experience in a similar type of construction must be present at all times, regardless of the amount of work, and must be capable of making decisions on the CONTRACTOR's behalf.

17.0 LABOR FORCE

The CONTRACTOR may bring his superintendent, foreman, sub-foreman, machine operators, and sufficient key men to round his organization. The CONTRACTOR shall abide by the Wage and Hour Laws of the State and must not pay less than the rates legally prescribed.

CONTRACTOR shall not use in the performance of the Work any personnel, whether employed by CONTRACTOR or its subcontractors, deemed by OWNER to be incompetent, careless, unqualified to perform the work assigned, or otherwise unsatisfactory to OWNER, and shall at OWNER's request remove any such person from the Project.

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18.0 MATERIALS AND WORKMANSHIP

The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications. No material which has been used by the CONTRACTOR for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and OWNER and identified by Addendum.

Where material or equipment is specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product or another manufacturer, but rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the Engineer, to the article or process specified by name. Unless otherwise specified, all materials shall be the best of its respective kind and shall be in all cases fully equal to approved samples. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by CONTRACTOR and has been received by Engineer at least 10 days prior to the date for receipt of Bids. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum.

19.0 SUBCONTRACTORS

CONTRACTOR must submit to OWNER and Engineer a list of all subcontractors for approval prior to commencing work. During the course of construction any changes in subcontractors must have prior written approval by the OWNER and Engineer.

20.0 PERMITS, CERTIFICATES, LAWS, AND ORDINANCES

The CONTRACTOR shall, at his own expense, procure any and all permits, certificates and licenses required of him by law or local ordinance for the execution of his work, including any permits required for transport of equipment or supplies for this Contract. Construction shall not commence on the Project until all applicable permits are obtained by the CONTRACTOR.

All work shall be done in strict accordance with all applicable Laws and Regulations of any regulatory agency having jurisdiction over this Work or the Site. It is not the intention of this Contract to violate the Laws and Regulations of any regulatory agencies having jurisdiction over this Work. This Contract indicates only the minimum quantity or quality acceptable to regulatory agencies having jurisdiction over this Work or the Site. If the codes, etc. call for greater quality or quantity, that greater quality or quantity shall be the basis for the bid.

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All costs of labor, materials and fees for obtaining permits, utility taps and hookups, etc. shall be included in the Contract Price.

21.0 SALES TAX (Reference 7.10 of the General Conditions)

The CONTRACTOR will be responsible for the payment of all taxes in compliance with the laws of the State of Texas and the United States. However, this Contract is to be performed for a tax-exempt organization. The CONTRACTOR may purchase all materials incorporated into realty in the performance of this Contract without paying sales tax. The OWNER is exempt from paying sales tax on services required as an integral portion of the Contract. The CONTRACTOR will be liable for the payment of limited sales tax if the CONTRACTOR uses the tangible personal property in some other use than the reason listed above, and shall pay the tax based on the price for the tangible personal property.

22.0 REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS/CLEAN UP

The CONTRACTOR shall repair or replace all fences, landscaping, mailboxes, light poles, concrete walls, sidewalks, driveways, drainage ways, utilities, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the CONTRACTOR due to his operations on this Project, to a condition equal to or better than its condition before construction, at no expense to the OWNER. No direct payment will be made for this item.

During construction, the CONTRACTOR shall maintain the Site in an orderly, neat, and presentable manner. Scraps and debris shall not be left scattered but shall be assembled together and to the extent unusable shall be moved from the Site or disposed of to the satisfaction of the Engineer. After the Work is completed and before final acceptance of the Work by OWNER, CONTRACTOR shall remove all debris from the construction site. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the construction site in a neat and presentable condition throughout. Earthwork shall be smoothed and graded to the lines shown on the construction plans. No direct payment will be made for cleanup.

During construction the CONTRACTOR shall keep the Site free and clean from all rubbish and debris and shall clean up the Site promptly and when notified to do so by the Engineer or OWNER.

The CONTRACTOR shall, at his own expense, maintain the streets and roads free from dust, mud, excess earth or debris which constitutes a nuisance or danger to the public using the thoroughfare, or the occupants of adjacent properties. Care shall be taken to prevent spillage or debris deposited on streets, due to the CONTRACTOR's operations, and shall be immediately removed.

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The CONTRACTOR shall coordinate his operations in such a manner as to prevent the amount of clean up and completion of back work from becoming excessive. Should such a condition exist, the Engineer may order all or portions of the Work to cease, and refuse to allow any Work to commence until the cleanup and back work is done to the Engineer's satisfaction.

The CONTRACTOR shall do such grading in the area adjacent to streets and drainage facilities as may be necessary to leave the area in a neat and satisfactory condition approved by the Engineer. In addition, CONTRACTOR shall clean and remove sediment from the storm sewer facilities deposited as a result of construction to a satisfactory condition approved by the Engineer.

23.0 EXISTING CONDITIONS

The CONTRACTOR shall be responsible for any loss or damage caused by it or its workmen to the property of OWNER and shall immediately repair or replace such loss or damage under the direction and to the complete satisfaction of the OWNER.

24.0 PROTECTION OF THE SITE AND LAYDOWN/STORAGE AREAS

The CONTRACTOR shall protect all structures, utilities and pipelines, trees, shrubbery, lawns, and other improvements during the progress of his work and shall remove from the Site and laydown/storage areas all debris and unused materials.

The CONTRACTOR shall at all times provide protection against weather such as rain, wind, storms, frost, or heat so as to maintain all work and materials free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be covered. Any materials damaged by failure to provide protection as required, shall be removed and replaced with new materials at the CONTRACTOR's expense.

25.0 TRENCH EXCAVATION SAFETY PROTECTION

Trench protection for all trenches over five (5) feet in depth shall be accomplished by the CONTRACTOR in accordance with all provisions of Part 1926, Subpart P - Excavations, Trenching, and Shoring of the Occupational Safety and Health Standards and Interpretations (OSHA), or any updated and subsequent version thereof.

OSHA requirements are to be strictly enforced by the CONTRACTOR. Any dangerous situation which has been brought to the attention of the CONTRACTOR and which has not been corrected, will be sufficient grounds for stopping the work.

It is the sole duty, responsibility, and prerogative of the CONTRACTOR, not the OWNER or Engineer, to determine the specific applicability of a trench safety system to each field condition encountered on the project. It will be the CONTRACTOR's responsibility to identify the soil type and to accurately adjust his trench safety methods according to the OSHA requirements.

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The CONTRACTOR shall indemnify and hold harmless the OWNER and Engineer, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.

The CONTRACTOR acknowledges and agrees that this indemnity provision provides indemnity for the OWNER and Engineer in case the OWNER or Engineer is negligent either by act or omission in providing for trench safety, including, but not limited to, inspections, failure to issue stop work orders, and the hiring of the CONTRACTOR.

26.0 CONTRACTOR LAYDOWN AREA

The CONTRACTOR shall notify the OWNER as to the preferred laydown/equipment storage areas to be used by CONTRACTOR and which must be approved by OWNER. Any temporary security fencing constructed around or within the laydown area(s) shall be approved by OWNER. CONTRACTOR shall completely restore the laydown area to its original condition prior to demobilization. Site restoration shall include removing and properly disposing of all trash and debris, and repairing any roadways used for access to the site damaged by CONTRACTOR. Any temporary security fencing installed for convenience of the CONTRACTOR shall be removed.

27.0 GUARANTEE

The CONTRACTOR shall guarantee the Work against defective workmanship and materials for a period of two (2) years from the date of final acceptance of the Work by the OWNER. The determination of the necessity during the warranty period for the CONTRACTOR to repair or replace the Work in whole or in part shall rest with the Engineer and OWNER, whose decision in the matter shall be final and obligatory upon the CONTRACTOR.

Where defective workmanship and/or materials are discovered requiring repairs to be made under this guaranty, all such repair work shall be done by the CONTRACTOR at his own expense within five (5) days after written notice of such defect has been given to him by the OWNER. Should the CONTRACTOR fail to repair or correct such defective workmanship and/or materials within five (5) days after being notified, the OWNER may make the necessary repairs and charge the CONTRACTOR and/or his Surety with the actual cost of all labor and materials required.

28.0 MANUFACTURER'S CERTIFICATES

All manufacturer's certificates and guarantees required herein are to be furnished by the CONTRACTOR at its own expense.

29.0 WORK IN PROGRESS BY OTHER CONTRACTORS

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CONTRACTOR is hereby advised that other contractors will be working at the site to complete the overall Project objectives. Other contractors and employees or agents of the OWNER may, for all necessary purposes, enter upon the Work and Site used by the CONTRACTOR, and the CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the sites.

30.0 TESTING OF MATERIALS

All testing of materials required under these specifications shall be performed by an approved agency for testing materials. The nomination of the laboratory and the payment for such services shall be made by the OWNER, unless specified otherwise. Any retest required because of failure of the initial test will be paid for by the CONTRACTOR and shall be included in the total Contract Price. OWNER will deduct cost of retesting from the CONTRACTOR's partial Pay Request.

31.0 GUARANTEE INSPECTION

Immediately prior to expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and the OWNER. The Engineer and the OWNER shall be given not less than 10 days notice prior to the anticipated date of Guarantee expiration.

Where any portion of the Work has proven to be defective and requires replacement, repair or adjustment, the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the OWNER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse.

32.0 REJECTED MATERIALS

All materials which have been rejected or condemned by the OWNER shall be immediately removed from the Site.

33.0 DISPUTE RESOLUTION AGREEMENT

OWNER and CONTRACTOR hereby agree that Article 17 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

(a) All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making and acceptance of final payment) shall be subject to mediation as a condition precedent to binding dispute

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resolution which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then obtaining, subject to the limitations of this Supplemental Condition. The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

(b) No request for mediation of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with the Agreement will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No request for mediation of any such claim, dispute or other matter will be made later than one hundred and eighty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with the Agreement and the failure to request mediation within said thirty days' period will result in ENGINEER'S decision being final and binding upon OWNER and CONTRACTOR. No request for mediation of any written decision of ENGINEER rendered in accordance with the Agreement will be made later than sixty days after the party making such request has delivered written notice of intention to appeal as provided in the Agreement.

(c) Notice of the request for mediation will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The request for medication will be made within the one hundred and eighty day or sixty day period specified in subparagraph (b) above as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such request be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable state of limitations.

34.0 BARRICADES AND DANGER SIGNALS/TRAFFIC CONTROL

The CONTRACTOR shall provide in a manner satisfactory to OWNER the uninterrupted passage of traffic at all times and provide for traffic to and from private property where existing facilities cannot be used due to construction operations.

Where the Work is in, or adjacent to any street, alley, or public place, the CONTRACTOR shall be responsible for furnishing, erecting, and maintaining, at no expense to the OWNER, all traffic control measures, including suitable barricades, warning lights, warning signs, flares, barriers, cones, lights, flags signals, flagmen and other traffic control devices as are or may be necessary to adequately protect the Work and warn of the Project, including, but not limited to, sections of the Project which the CONTRACTOR closes to traffic. Warning devices shall be installed as described in the Texas Manual on Uniform Traffic Control Devices.

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The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR's responsibility for the maintenance of barricades, signs and lights and for providing watchmen, shall not cease until the Work has been accepted by the OWNER.

Unless otherwise set forth in these specifications, the CONTRACTOR shall receive no direct compensation for furnishing, erecting and maintaining the necessary barricades, lights, flares, signs or for any other materials necessary for the good and proper safety, convenience and direction of traffic during the period prior to final inspection and acceptance by the OWNER.

35.0 TERMINATION OF CONTRACT IN CASE OF NATIONAL EMERGENCY

Whenever, because of a national emergency so declared by the President of the United States or other lawful authority, it becomes impossible for the CONTRACTOR to obtain all of the necessary labor, material and equipment for the prosecution of the Work with reasonable continuity for a period of two months, or to complete the Work if Substantial Completion is expected in less than two (2) months, the CONTRACTOR shall within seven (7) days notify the OWNER in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If after investigation, the OWNER finds that such conditions exist and that the inability of the CONTRACTOR to proceed is not attributable in whole or in part to the fault or neglect of the CONTRACTOR, then if the OWNER cannot after reasonable effort assist the CONTRACTOR in procuring and making available the necessary labor, materials, and equipment within 30 days, the CONTRACTOR may request the OWNER to terminate the Contract and the OWNER shall within 30 days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for the portion of the Work completed and approved.

36.0 WATER

Water required for water jetting, flooding, testing, flushing, disinfecting, and construction shall be obtained at the CONTRACTOR's expense and shall be included (subsidiary to contract) in the Contract prices. CONTRACTOR shall provide all labor, materials, and equipment for making connections (temporary or permanent) to existing water facilities, for metering the water used, and for removal of temporary connections.

37.0 ELECTRICITY

Electricity may not be available at the site at the time of construction. CONTRACTOR shall make all temporary power connections at the existing power poles along the site and

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shall make provisions to furnish other power as required to complete the specified work at this site.

38.0 WORKING HOURS

The CONTRACTOR shall submit to the OWNER prior to construction, a construction schedule which shall meet the OWNER's approval before construction can begin. The CONTRACTOR shall perform all construction activities between 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the CONTRACTOR may be allowed to work weekends and holidays upon the OWNER's written approval.

39.0 SANITARY FACILITIES

The CONTRACTOR shall provide chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the Engineer and maintenance of same must be satisfactory to the Engineer at all times. All sanitary facilities shall be the sole responsibility of the CONTRACTOR and shall be included in the Contract Price, and no separate payment shall be made.

40.0 PARKING

The CONTRACTOR shall be responsible for the expense of parking its and its employees' vehicles in a legal manner at no expense or inconvenience to OWNER or other Contractors in the area.

41.0 MEASUREMENT AND PAYMENT

Unless otherwise stated, it is understood that all payments made are for finished work and include all labor, tools, materials, appurtenances, constructing and completing the item on which payment is made.

42.0 DRUG AND FIREARM POLICY

OWNER has advised CONTRACTOR of OWNER's policy pursuant to which OWNER prohibits the use, possession, sale, transfer, and/or storage of firearms, prohibited drugs or alcohol on its premises by its employees. Further no hunting is allowed on the premises. This policy also applies to those employees of CONTRACTOR who perform work for OWNER. CONTRACTOR specifically acknowledges its understanding of and familiarity with OWNER's policies, procedures and restrictions concerning the influence, use or presence of drugs, alcohol, and/or firearms at the Project and agrees to be bound by and fully comply with the same. Further, CONTRACTOR agrees that the foregoing shall apply to its employees and those of its subcontractors and hereby agrees to insure that all personnel engaged in the Work are aware of and familiar with OWNER's policies, procedures and restrictions and to remove from the Project and replace any personnel CONTRACTOR believes to be in violation thereof. It is understood and agreed that OWNER shall have the right to require the removal and replacement of any person or entity not adhering to such requirements. CONTRACTOR shall include the foregoing

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provisions in each of its subcontracts relating to the Project in order that the terms of this Section 50 shall fully apply to such parties.

43.0 PERFORMANCE, PAYMENT, AND WARRANTY BONDS

It is further agreed by the Parties to this CONTRACT that the CONTRACTOR will execute separate Performance, Payment, and Warranty Bonds. The Performance and Payment Bonds shall be in a sum equal to 100% of the total CONTRACT price. The Warranty Bond shall be equal to 15% of the CONTRACT price. All bonds shall be in standard forms for this purpose guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the CONTRACT. It is agreed that the CONTRACT shall not be in effect until such performance and payment bonds are furnished and approved by OWNER and that final retainage shall not be paid until such maintenance bond is furnished and approved by the OWNER. The cost of the premium for the performance, payment and maintenance bonds shall be included in the price bid by the CONTRACTOR FOR work under this CONTRACT, and no extra payment for such bonds will be made by the OWNER. The surety company or companies underwriting the performance, payment, and maintenance bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Furthermore, the surety company or companies shall be duly authorized to act under the laws of the State of Texas as Surety, and shall be approved by the OWNER. The maintenance bond may also include naming any governmental authority required for final approval and or acceptance. The maintenance bond shall be effective for a period of 2 year after the date of final acceptance.

44.0 SCHEDULE OF VALUES

The CONTRACTOR shall submit a schedule of values at the request of the OWNER or the ENGINEER. The schedule of values is defined as a breakdown of any bid item into its individual component costs. The costs include, but are not limited to, bonds, separate work items, labor, and material.

45.0 CONTRACT DELAYS AND REINSPECTION

The CONTRACTOR shall reimburse OWNER for all additional Engineering and Inspection Cost that are a result of failed test or incorrect work where re-inspections or re-testing and or more field observations are required or where the work extends past the allotted time resulting in a longer period of Construction Services by the ENGINEER. Each month ENGINEER will invoice OWNER separately for re-inspections and re-testing. Such invoice amounts will be deducted from CONTRACTOR's Partial Pay Requests.

Exhibit A to Contract Agreement
Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products/Completed Operations Aggregate ▪ \$1,000,000 Personal and Advertising Injury ▪ Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors on Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion

<p>Business Auto Liability</p>	<p>Amount of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Per Accident 	<ul style="list-style-type: none"> ▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned
<p>Workers' Compensation and Employer's Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> ▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
<p>Excess Liability (Occurrence Basis)</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$5,000,000 Each Occurrence ▪ \$5,000,000 Annual Aggregate 	<ul style="list-style-type: none"> ▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
<p>Professional Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Occurrence ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. 	<ul style="list-style-type: none"> ▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors ○ habitational or residential operations ○ mold and/or microbial matter and/or fungus and/or biological substance ○ punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least

		<p>two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</p>
<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Loss ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor’s Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ the full scope of the named insured’s operations (on-going and completed) as described within the scope of work for this Agreement ○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall ○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ diminution of value and Natural Resources damages ○ contractual liability ○ claims arising from non-owned disposal sites utilized in the performance of this Agreement. 	<ul style="list-style-type: none"> ▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However, exclusion for claims made between insured within the same economic family are acceptable. ○ impaired property that has not been physically injured ○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ property damage to the work performed by the contractor ○ faulty workmanship as it relates to clean up costs ○ punitive, exemplary or multiplied damages ○ work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence-based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.

<p>Builders Risk</p>	<ul style="list-style-type: none"> ▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ Agreed Value Included ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse Included ○ Debris removal additional limit \$1,000,000 ○ Earthquake and Earthquake Sprinkler Leakage \$5,000,000 ○ Flood \$5,000,000 ○ Freezing Included ○ Mechanical breakdown including hot & cold testing Included ○ Ordinance or law \$1,000,000 ○ Pollutant clean-up and removal \$ 25,000 ○ Preservation of property Included ○ Theft Included • Deductible shall not exceed \$10,000 <ul style="list-style-type: none"> ○ All Risks of Direct Damage, Per Occurrence, except 2% subject to \$50,000 minimum ○ Named Storm, Earthquake and Earthquake Sprinkler Leakage, Per Occurrence \$100,000 ○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V \$100,000 	<ul style="list-style-type: none"> ▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: <ul style="list-style-type: none"> ○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site; ○ all property including materials and supplies on site for installation; ○ all property including materials and supplies at other locations but intended for use at the site; ○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ other Work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> ○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ○ occupancy, in whole or in part; ○ the date on which release of substantial completion is executed; or ○ the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds.
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2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include the Builder and its subcontractors of any tier.
- iii. "Owner Parties" means (a) City of Dripping Springs, Texas (collectively referred to as "Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

B. Policies.

- i. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least ten (10) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same.

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit A are superseded or discontinued, Owner will have the right to require other equivalent forms.

- ii. Any policy or endorsement form other than a form specified in this Exhibit A must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s); and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit A is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

G. Insurance Requirements of Contractor's Subcontractors

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. **IF THE CONTRACTOR OR ANY OF ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS UTILIZE ANY OF THE OWNERS EQUIPMENT FOR ANY PURPOSE, INCLUDING MACHINERY, TOOLS, SCAFFOLDING, HOISTS, LIFTS OR SIMILAR ITEMS OWNED, LEASED OR UNDER THE CONTROL OF THE OWNER, THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND BE LIABLE TO THE OWNER PARTIES FOR ANY AND ALL LOSS OR DAMAGE WHICH MAY ARISE FROM SUCH USE.**

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible or uninsured portion thereof, maintained or required to be maintained by the Contractor or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

ATTACHMENT "B"**CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:**

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.

**SECTION 01000
GENERAL REQUIREMENTS**

1.01 SCOPE OF WORK

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 dripfields. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes the subsurface drip irrigation system as specified in these specifications and shown on the construction plans and a 250,250 bolted ground storage tank. The new drip irrigation system shall be connected to the existing system. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls in accordance with the contract documents, and all local, state, and federal requirements.

1.02 GOVERNING TECHNICAL SPECIFICATIONS

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term “City of Austin” is used in the City of Austin Specifications, it shall be construed to mean “OWNER, and or its designated representative.” Whenever the term “ENGINEER” is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

Additional Requirements:

1. Requirements for revegetation cover completeness shall be in accordance with Hays County (70%).
2. Materials used on this project do not have to be American made. However, all products and vendors used shall be on the City of Austin approved list.
3. A valve casing for an underground isolation valves for Treated Effluent Lines must have “**REUSE**” cast into its lid.

1.03 SCOPE, NATURE, & INTENT OF SPECIFICATIONS AND PLANS

The Specifications and Plans are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not the other shall be executed as if it had been set for in both.

Should anything necessary for a clear understanding of the work be omitted from the Plans and Specifications, or should the requirements appear to be in conflict,

SECTION 01000
GENERAL REQUIREMENTS

the CONTRACTOR shall secure written instructions from the ENGINEER before proceeding. It is understood and agreed that the work shall be performed according to the intent of the Contract Documents. The CONTRACTOR shall notify the ENGINEER of any discrepancy between the Plans and the conditions on the ground, or any error or omission in Plans, or in layout or instructions, which may be discovered in the course of the work. The CONTRACTOR will not take advantage of any error or omission in the Plans or Contract Documents. Full instructions will be furnished by the ENGINEER should any error or omission be discovered.

1.04 CONFLICTS

All construction shall be in accordance with the requirements of the Texas Commission on Environmental Quality and City of Austin. In case of conflicts between these requirements, the Contractor shall notify the ENGINEER who shall determine which requirements apply.

1.05 SAFETY PRECAUTIONS, PROGRAMS AND TRENCH SAFETY SYSTEMS

It shall be the duty and responsibility of the CONTRACTOR and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651 et. seq., the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto, and to enforce and comply with all provision of this act.

The CONTRACTOR and all of its subcontractors shall comply with all requirements of 29 C.F.R. Secs. 1926.652 and 1926.653, OSHA Safety and Health Standards, and H.B. 662, Acts of the 70th Legislature, Regular Session, and shall submit a unit price for the particular safety systems to be utilized by the CONTRACTOR for all trench excavations which exceed a depth of five feet (5').

Before commencing any trench excavation, which will exceed a depth of five feet, the CONTRACTOR shall provide the ENGINEER and OWNER with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a registered professional engineer indicating full compliance with the OSHA provisions cited above.

1.06 MATERIALS

These Specifications are intended to be so written that only materials of the best quality and grade will be furnished. The fact that the Specifications may fail to be sufficiently complete in some detail will not relieve the CONTRACTOR of full responsibility for providing material of high quality and protecting them adequately until incorporation in the structure. The Specifications for materials set out the minimum standard of quality which the OWNER believes necessary to produce a satisfactory project. No substitutions will be permitted until the

**SECTION 01000
GENERAL REQUIREMENTS**

CONTRACTOR has received written permission of the ENGINEER to make a substitution for the material which has been specified.

Reference to the standard technical society, organization, or association, or to codes of local and state authorities, shall mean the latest standard, code, specification, or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise. Reference to technical society, organization or body is made in Specifications in accordance with the following abbreviations:

AASHO	American Association of State Highway Officials
AIA	American Institute of Architects
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AISI	American Institute and Steel Institute
AISC	American Institute of Steel Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute
API	American Petroleum Institute
ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWSC	American Welding Society Code
AWWA	American Water Works Association
CSI	Construction Specification Institute
FIA	Factory Insurance Association
FM	Factory Manual
FS	Federal Specification
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NBS	National Bureau of Standards
OSHA	Federal Occupational Safety & Health Act, 1970
PCI	Prestressed Concrete Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Incorporated
SPR	Simplified Practice Recommendation
UBC	Uniform Building Code
UL	Underwriters Laboratory

SECTION 01000
GENERAL REQUIREMENTS

1.07 MOBILIZATION and DEMOBILIZATION

1.07.01 Mobilization

CONTRACTOR shall mobilize all required material, equipment, and labor to the site and place in an operational mode. This may include establishment of an office trailer and/or storage area for CONTRACTOR's use at the site, and mobilization of health and safety equipment, fuel, water, wastewater, and trash handling facilities, and all other equipment necessary to complete the specified work. If a construction trailer is used, CONTRACTOR shall be responsible for connection and disconnection of all utilities services and temporary sewage holding tank (if used) for the trailer. The office trailer shall be kept clean, dry, and serviceable by the CONTRACTOR throughout the duration of the Contract. Measurement Payment of the Specification Item, "Mobilization", will be by the "Lump Sum", as the Work progresses and as described below:

- a. Mobilization shall not be greater than 5% of the Contract amount.**
- b. Partial payments for Mobilization shall be as follows:

 1. Upon presentation of a paid invoice for the Payment Bond, Performance Bond, and/or required insurance, the Contractor will be paid that cost from the Lump Sum amount bid for Mobilization, but in no instance more than 50% of the Mobilization. Subsequent Mobilization payments shall be made as outlined in paragraphs 2 through 5.
 2. The Mobilization of tunnel boring machines, tapping machines, cranes, batch plants or other similar facilities, along with supporting materials and equipment, to the work site will be considered as partial Mobilization under this contract. The Contractor shall provide a certified statement of his expenditure for the Mobilization and setup of the facility and supporting equipment. Upon approval by the Engineer or designated representative, the certified expenditure will be paid from the Lump Sum amount bid for Mobilization.
 3. When 25 percent of the contract amount is earned, 50 percent of the Mobilization will be paid. Previous payments under this item will be deducted from this amount.
 4. When 50 percent of the contract amount is earned, 75 percent of the Mobilization will be paid. Previous payments under this item will be deducted from this amount.
 5. When 75 percent of the contract amount is earned, 100 percent of the Mobilization will be paid. Previous payments under this item will be deducted from this amount.

SECTION 01000
GENERAL REQUIREMENTS

1.07.02 Demobilization

Upon completion of the Work in this Contract, CONTRACTOR shall demobilize all materials and debris, equipment, storage facilities, office trailer and related items, and labor from the job site, including concrete footings and slabs, and temporary erosion control devices. In addition, all office, storage, and work areas shall be smoothed and graded in a manner to conform to the natural appearance of surrounding landscape. Where unnecessary destruction, scarring, damage, or defacing may have occurred as a result of the CONTRACTOR's operations, the same shall be repaired, replanted, reseeded, or otherwise corrected at the CONTRACTOR's expense.

1.08 CLEAN UP

1.08.01 Construction Site

During construction the CONTRACTOR shall keep the site free and clean from all rubbish and debris and shall clean up the site promptly and when notified to do so by the Engineer or OWNER.

The CONTRACTOR shall, at his own expense, maintain the streets and roads free from dust, mud, excess earth or debris which constitutes a nuisance or danger to the public using the thoroughfare, or the occupants of adjacent properties. Care shall be taken to prevent spillage or debris deposited on streets, due to the CONTRACTOR's operations, and shall be immediately removed.

1.08.02 Back Work

The CONTRACTOR shall coordinate his operations in such a manner as to prevent the amount of clean up and completion of back work from becoming excessive. Should such a condition exist, the Engineer may order all or portions of the work to cease and refuse to allow any work to commence until the back work is done to the Engineer's satisfaction.

**SECTION 01300
SUBMITTALS**

PART 1: GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. The CONTRACTOR shall furnish submittals for any and all such parts of the work and equipment as set forth in the specifications and indicated on the plans. The procedures for review of the submittals shall be as described herein.

B. The CONTRACTOR's Bid shall include the costs associated with preparation of and processing all required submittals. This includes all costs associated with providing information required to meet the requirements specified herein.

C. All submittals shall be individually identified by reference to Specification Section, Paragraph, Drawing Number or Detail as applicable.

D. This Section specifies the general methods and requirements of submissions applicable to the following work-related submittals for the General Contractor: Shop Drawings, Product Data, Samples, Mock Ups, and Construction or Submittal Schedules. Detailed submittal requirements may be further specified in the technical specifications sections. Subcontractor and suppliers will be required to assist the CONTRACTOR with submittal preparation as described herein for all supplied equipment.

1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

A. Shop Drawings

1. Shop drawings, as specified in individual work Sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, design calculations, individual system or equipment inspection, and test reports including performance curves and certifications, as applicable to the Work.

2. All shop drawings as described above shall be signed and sealed by a Licensed Engineer in the State of Texas.

3. All shop drawings submitted by subcontractors and/or suppliers for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.

4. The CONTRACTOR shall check all subcontractor and supplier shop drawings regarding measurements, size of members, materials, and details to satisfy him or herself that they conform to the intent of the Drawings and Specifications. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by CONTRACTOR for correction before submission thereof.

**SECTION 01300
SUBMITTALS**

5. All details on shop drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements such measurements shall be made and noted on the drawings before being submitted for approval.

B. Product Data

1. Product data as specified in individual Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data and/or cut sheets), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing and printed product warranties, as applicable to the Work.

C. Samples

1. Samples specified in individual Sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols and units of work to be used by the Engineer or OWNER for independent inspection and testing, as applicable to the Work.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. The CONTRACTOR shall review shop drawings, product data and samples, including those by subcontractors, prior to submission to determine and verify the following:

1. Field measurements
2. Field construction criteria
3. Catalog numbers and similar data
4. Conformance with the Specifications

B. Each shop drawing, sample and product data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement including the CONTRACTOR's Company name and signed by the CONTRACTOR:

"Certification Statement: by this submittal, I hereby represent that I have fulfilled all obligations regarding verifying and determining field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and other applicable approved shop drawings."

**SECTION 01300
SUBMITTALS**

Shop drawings and product data sheets 11" x 17" and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package. Provide to the Resident Project Representative a copy of each submittal transmittal sheet for shop drawings, product data and samples at the time of submittal of said drawings, product data and samples to the Engineer.

C. The CONTRACTOR shall utilize an 8-character submittal identification numbering system in the following manner:

1. The first five digits shall be the applicable Specification Section Number.
2. The next two digits shall be the numbers 01-99 to sequentially number each initial separate item or drawing submitted under each specific Section number.
3. The last character shall be a letter, A-Z, indicating the submission, or resubmission of the same Drawing (i.e. A=1st submission, B=2nd submission, C=3rd submission, etc.). A typical submittal number would be as follows:

03300-08-B

03300 = Specification Section for Concrete

08 = The eighth initial submittal under this specification section

B = The second submission (first resubmission) of that particular shop drawing

D. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

E. The review and approval of shop drawings, samples or product data by the Engineer shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the CONTRACTOR and the Engineer will have no responsibility therefor.

F. No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the CONTRACTOR's risk. The OWNER or Engineer will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

G. Project work, materials, fabrication, and installation shall conform to approved shop drawings, applicable samples, and product data.

**SECTION 01300
SUBMITTALS**

1.04 SUBMISSION REQUIREMENTS

A. Submittals shall be made promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor. All submittals shall be accompanied by a letter of transmittal, which shall be of the form supplied by or approved by the Engineer.

B. Number of submittals required:

1. Shop Drawings, Product Data, and Performance data for equipment:
The CONTRACTOR shall submit to the Engineer for his review, four (4) sets, plus the number of sets the CONTRACTOR desires to be returned to himself.
2. Samples: CONTRACTOR shall submit three (3) sets of all required samples.

C. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. CONTRACTOR identification.
4. The names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
5. Identification of the product, with the specification section number, page and paragraph(s).
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8"x 3" blank space for CONTRACTOR and Engineer stamps.

1.05 REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

A. The review of shop drawings, data, and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed as:

1. Permitting any departure from the Contract requirements;
2. Relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials; and/or
3. Approving departures from details furnished by the Engineer, except as otherwise provided herein.

**SECTION 01300
SUBMITTALS**

B. The CONTRACTOR remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

C. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

D. Submittals will be returned to the CONTRACTOR under one of the following:

1. "APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.

2. "APPROVED AS NOTED" is assigned when a confirmation of the notations and comments IS NOT required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

3. "APPROVED AS NOTED/CONFIRM" is assigned when a confirmation of the notations and comments IS required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.

4. "REVISE AND RESUBMIT" is assigned when notations and comments are extensive enough to require a resubmittal of the package. Resubmittal is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the resubmittal.

5. "NOT APPROVED" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Engineer, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR. The CONTRACTOR shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the Engineer.

**SECTION 01300
SUBMITTALS**

F. Partial submittals may not be reviewed. The Engineer will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR, and will be considered "Not Approved" until resubmitted. The Engineer at his/her option may provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

G. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the Engineer at least seven working days prior to release for manufacture.

H. When the shop drawings have been completed to the satisfaction of the Engineer, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

I. When submittals are returned to the CONTRACTOR, the number of prints the CONTRACTOR desires returned to him will be stamped or marked as described above and will be returned to the CONTRACTOR by letter.

1.06 DISTRIBUTION

A. Distribute reproductions of approved shop drawings and copies of approved product data and samples, where required, to the job site file and elsewhere as directed by the Engineer. Number of copies shall be as directed by the Engineer but shall not exceed the number specified in Paragraph 1.04B.

1.07 GENERAL PROCEDURES FOR SUBMITTALS

A. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit submittals sufficiently in advance of the Work.

B. The CONTRACTOR shall allow sufficient time for preliminary review, correction and resubmission, and final review of all working (shop) drawings. The CONTRACTOR should allow not more than fourteen (14) days for each preliminary review.

C. Each submittal, appropriately coded, will be returned no later than 30 calendar days following receipt of submittal by the Engineer. Drawings of items critical to job progress, when requested in writing by the CONTRACTOR, may be given priority review.

**SECTION 01300
SUBMITTALS**

Item # 17.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

01300-7

SECTION 01600
DELIVERY, STORAGE, AND HANDLING

PART 1: GENERAL

1.01 SCOPE OF WORK

A. The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 dripfields. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes the subsurface drip irrigation system as specified in these specifications and shown on the construction plans and a 250,250 bolted ground storage tank. The new drip irrigation system shall be connected to the existing system. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls in accordance with the contract documents, and all local, state, and federal requirements.

B. This Section specifies the general requirements for the delivery handling, storage and protection for all items required in the construction of the work.

1.02 TRANSPORTATION AND DELIVERY

A. Transport and handle items in accordance with manufacturer's instructions.

B. Schedule delivery to reduce long-term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.

C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.

D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.

E. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.

F. Provide necessary equipment and personnel to unload all items delivered to the site.

G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct, and items are undamaged. For items furnished by others (i.e. OWNER, other Contractors), perform inspection in the presence of the Engineer. Notify Engineer verbally, and in writing, of any problems.

01600-1

SECTION 01600
DELIVERY, STORAGE, AND HANDLING

1.03 STORAGE AND PROTECTION

A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instructions shall be studied and understood by the CONTRACTOR and reviewed with the manufacturer and Engineer. Manufacturer's instructions shall be carefully followed and a written record of this kept by the CONTRACTOR. Arrange storage to permit access for inspection.

B. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

C. All structural and miscellaneous steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting.

D. All mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a weather-tight building to prevent injury. Due to available space at the existing site, CONTRACTOR may have to provide a temporary structure (with approval from the City of Austin) on the site or storage offsite, but it must be satisfactory to the Engineer and/or OWNER. Any storage building used shall be placed within the Limits of Construction shown on the plans, and provided with adequate ventilation to prevent condensation. Maintain temperature and humidity within range required by manufacturer.

1. All equipment shall be stored fully lubricated with oil, grease and other lubricants unless otherwise instructed by the manufacturer.
2. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
3. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.
4. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be

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SECTION 01600
DELIVERY, STORAGE, AND HANDLING

judged to be defective. It shall be removed and replaced at the CONTRACTOR's expense.

E. If a temporary onsite building is not or cannot be used for storage, CONTRACTOR shall store materials and equipment offsite and shall allow Engineer and OWNER access for inspections.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

01600-3

**SECTION 01730
OPERATING AND MAINTENANCE DATA**

PART 1: GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of all equipment furnished as specified in this Document. The CONTRACTOR shall prepare operating and maintenance data as specified herein and as referenced in other pertinent sections of specifications.
- B. The CONTRACTOR shall instruct OWNER's personnel in maintenance of products and in operation of equipment and Systems as described in these specifications.

1.02 RELATED REQUIREMENTS

- A. Section 01300: Submittals.

1.03 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 - 1. Trained and experienced in maintenance and operation of described products.
 - 2. Familiar with requirements of this Section.
 - 3. Skilled as technical writer to the extent required to communicate essential data.
 - 4. Skilled as draftsman/technician competent to prepare required drawings.

1.04 FORM OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by OWNER's personnel.
- B. Format
 - 1. Size: 8½ inches x 11 inches and placed in 3 ring binders.
 - 2. Paper:
 - a. 20 pound minimum, white, for typed pages.
 - b. Holes for placement in 3 ring binders.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14" x 17"
 - 5. Provide fly-leaf for each separate product, or each piece of operating equipment
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.

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**SECTION 01730
OPERATING AND MAINTENANCE DATA**

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
7. Side of binder shall identify contents of manual.

B. Binders:

1. Commercial quality three-ring binders with durable and cleanable plastic sleeve covers. Sleeve covers shall be on front and side of binders.
2. When multiple binders are used, correlate the data into related consistent groupings and volume numbers (Volume _ of _).

1.05 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.
2. A list of each product required to be included, indexed to content of the volume.
3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement
4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data

1. Include only those sheets which are pertinent to the specific product.
2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.

C. Drawings

1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
3. Do not use Project Record Drawings as maintenance drawings.

**SECTION 01730
OPERATING AND MAINTENANCE DATA**

- D. Written text, as required to supplement product data for the particular installation:
1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
1. Provide information sheet for Owner's personnel giving:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.

1.06 MANUAL FOR MATERIALS AND FINISHES

- A. Submit five copies of complete manual in final form.
- B. Content - For products, applied materials and finishes:
1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Information required for reordering special-manufactured products.
 2. Instructions for care and maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommended schedule for cleaning and maintenance.
- C. Content, for moisture-protection and weather-exposure products:
1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
 2. Instructions for inspection, maintenance and repair.
- D. Additional requirements for maintenance data: Respective sections of Specifications.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate:
1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.

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**SECTION 01730
OPERATING AND MAINTENANCE DATA**

2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance procedures: A summary table shall be provided listing all equipment and maintenance requirements and frequency.
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 4. Servicing and lubrication schedule: A summary table shall be provided listing all equipment and lubrication requirements and frequency.
 - a. List of lubricants with recommended manufacturer and model/product numbers provided
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. As-installed control diagrams by controls manufacturer.
 9. Each contractor's coordination drawings.
 - a. As-installed color coded piping diagrams.
 10. Charts of valve tag numbers, with location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panelboards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".

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**SECTION 01730
OPERATING AND MAINTENANCE DATA**

- c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 - 6. Manufacturer's printed operating and maintenance instructions.
 - 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 - 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of OWNER's personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.08 SUBMITTAL SCHEDULE

- A. Submit two copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 30 days after Notice to Proceed is given to the General Contractor responsible for performing all construction improvements.
- 1. The Engineer will review the preliminary draft and return one copy with comments.
- B. Submit three copies of completed data in final form no later than 30 days following the Engineer's review of the last shop drawing and/or other final submittal specified under Section 01300.
- 1. One copy will be returned with comments to be incorporated into final copies.
- C. Submit three (3) copies of approved manual in final form directly to the offices of the Engineer (Burgess & Niple, Inc.) within 30 calendar days of product shipment to the Project site and preferably within 30 days after the reviewed copy is received.
- D. Submit four (4) copies of addendum to the operation and maintenance manuals as applicable and certificates within 30 days after final inspection and plant start-up test.

1.09 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, CONTRACTOR (and GSTM Representative) shall fully instruct OWNER's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.

**SECTION 01730
OPERATING AND MAINTENANCE DATA**

1. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

**SECTION 01730
OPERATING AND MAINTENANCE DATA**

**EQUIPMENT MANUFACTURER'S CERTIFICATE OF INSTALLATION TESTING
AND INSTRUCTION**

Owner: _____

Project: _____

Contract No.: _____

Burgess & Niple Job No.: _____

EQUIPMENT SPECIFICATION SECTION _____

EQUIPMENT
DESCRIPTION _____

I, _____, Authorized representative of
(Print Name)

(Print Manufacturer's Name)

hereby CERTIFY that _____
(Print equipment name and model with serial No.)

installed for the subject Project [has] [have] been installed in a satisfactory manner, [has]
[have] been satisfactorily tested, [is] [are] ready for operation, and that Owner assigned
operating personnel have been suitably instructed in the operation, lubrication, and care
of the unit[s] on Date: _____ Time: _____.

CERTIFIED BY: _____ DATE: _____
(Signature of Manufacturer's Representative)

OWNER'S ACKNOWLEDGMENT OF MANUFACTURER'S INSTRUCTION

[I] [We] the undersigned, authorized representatives of the _____
and/or Plant Operating Personnel have received classroom and hands on instruction on
the operation, lubrication, and maintenance of the subject equipment and [am] [are]
prepared to assume normal operational responsibility for the equipment:

DATE: _____

DATE: _____

DATE: _____

SECTION 13415
INSTALLATION OF BOLTED GROUND STORAGE TANK SPECIFICATION

1.0 Scope of Work

The work to be performed under this Section includes the design, fabrication, material delivery, coating, erection, inspection, and testing of one factory powder coated bolted steel 250,000-gallon bolted storage tank and accessories and appurtenances as specified in this Section for storage of treated effluent water. Work in this Section shall also include piping and tank accessories to be included with the installation of storage tank.

2.0 Water Storage Tank Standards and Specifications

The materials, design, fabrication, coating, erection, inspection, testing, and disinfection of the storage tank and appurtenances shall conform to current American Water Works Association (AWWA) standards (including all standards incorporated by reference in those standards), and 30 Texas Administrative Code (TAC), Chapter 290.43, "Water Storage" requirements.

3.0 Tank Design, Materials and Construction

Materials, design, shop fabrication, welding, erection, inspection, and testing of the tank and appurtenances shall be in compliance with the latest revision of the AWWA Standard for Factory-Coated Bolted Steel Tanks for Water Storage, AWWA D-103 and as described herein.

The tank shall be a vertical, cylindrical, flat bottom type. The roof design shall be a low pitch, column supported cone type with a minimum slope of 1 inch in 12 inches. The roof of the tank shall be designed and erected so that no water ponds at any point on the roof.

The tank shall have a nominal capacity of approximately 250,000 gallons. The tank shall have a diameter of approximately 55' and a total height of 16'. The CONTRACTOR or tank manufacturer may submit its standard storage tank design and dimensions for review and approval by ENGINEER, if its standard dimensions and capacity are not significantly different from those specified.

The tank shall be designed to safely withstand the following loads and forces acting separately or together as required by the applicable sections of AWWA D-103:

- (a) weight of the tank
- (b) weight of the water
- (c) roof snow load of 15 lb/sq ft
- (d) wind loads incurred by wind blowing at a rate of 146 MPH in any direction
- (e) earthquake zone 0

Steel plates and sheets shall be open-hearth, electric-furnace, or basic oxygen-process steel conforming to AWWA D103, Section 2.4 requirements. Rolled structural shapes shall conform to AWWA D103, Section 2.5 requirements. Bolts and nuts used in tank panel

joints shall meet the minimum requirements of AWWA D103, Section 2.2, as required by the tank design.

Gaskets and/or sealants shall conform to AWWA D103, Section 2.10. All bolted connections shall incorporate a prefabricated gasket. A single piece, double-punched nitrile or EPDM gasket shall be used at vertical seams which require two vertical rows of punching. Field caulking will be allowed when joining a discontinuous gasket section and at certain joint connections. Nitrile or EPDM-backed steel washers shall be provided at all bolts in contact with the stored liquid for placement between the nuts and the steel sheets. Other joints have steel flat washers under the nuts to protect the external coatings. Polycapped encapsulated bolts and nuts shall be used in wetted areas and tank bottom.

When multiple bolt lines are used, the spacing of bolt lines in a direction parallel to the line of stress shall not be less than the bolts' spacing in a line perpendicular to the line of stress. Vertical bolt lines shall not be staggered so as to cause a decrease in the number of bolts in adjacent lines.

Materials delivered to the site shall be marked or tagged with part number and order number for field assembly requirements. All plates, supports, members, and miscellaneous parts shall be packaged for shipment and placed in racks or on pallets to facilitate transportation to the jobsite in such a manner to prevent abrasion or scratching of the finished coating.

Field erection of the bolted steel tank shall be in strict accordance with the tank manufacturer's recommendations. Particular care shall be exercised in handling and bolting of the tank plates, supports, and members to avoid abrasion or scratching of the coating. Touch-up coating shall be done in accordance with tank manufacturer's recommendations where, and as directed by OWNER.

4.0 Tank Accessories

The tank shall be provided with the minimum number, size and type of roof vent, manways, drain, sample connections, access ladder, overflow, tank nozzles, and other appurtenances as specified in AWWA D103, 30 TAC, Chapter 290.43, and as shown on the drawings. The proposed location of the appurtenances shown on the drawings may be changed during erection with approval of OWNER.

Ladders: The tank shall include an exterior galvanized steel welded tank ladder to the top of the tank to provide access to the roof hatch and vent. The exterior ladder shall be equipped with safety cages and a lockable ladder gate, or suitable safety devices meeting OSHA standards complete with belts and sleeves. The tank shall also include an interior ladder with suitable safety devices meeting OSHA standards. The interior ladder shall be coated the same as the inside of the tank.

Tank vent: A ventilator/mushroom type roof vent shall be provided with the tank and located at the roof apex. The vent shall be of adequate size to handle pressure differential caused by water entering or leaving the tank at a maximum rate. The estimated maximum inlet rate for the tank is 1,000 gpm and the estimated maximum withdrawal rate is 1,000

gpm. The open area of the overflow shall not be considered as venting area. The tank vent shall be equipped with approved screens fabricated of corrosion-resistant material (stainless steel) and shall be 16-mesh or finer to prevent entry of animals, birds, insects and heavy air contaminants. Screens shall be securely clamped in place with stainless or galvanized bands or wires and shall be designed to withstand winds of not less than tank design criteria and assure fail safe operations in the event the screen frosts over or is otherwise clogged. The vent shall be easily dismantled to remove the screens for cleaning.

Roof Hatches: One 30-inch minimum square rain proof roof hatch with hinges and hasp for locking, chain, hook, and handle at the top the tank shall be provided. The access opening shall have a raised curbing at least four inches in height with a lockable cover that overlaps the curbing at least two inches in a downward direction. Where necessary, a gasket shall be used to make a positive seal when the hatch is closed.

Overflow: An overflow pipe equipped with a weir box shall be provided. The overflow pipe shall extend down one side of each tank and discharge at a point approximately two feet above grade level onto a splash block. The overflow shall be designed in strict accordance with current AWWA standards and shall terminate with a gravity hinged and weighted cover. The cover shall fit tightly with no gap over 1/16 inch. The overflow shall be sized to handle the maximum possible fill rate of 1,000 gpm without exceeding the capacity of the overflow.

The storage tank shall have a liquid level indicator consisting of Type 316 stainless steel internals and complete with float and target board assembly, and a pressure gauge located at the base of the tank. The pressure gauge must not be less than six inches in diameter and calibrated in feet of water at not more than two foot intervals. The tank shall also be provided with a minimum 3-inch diameter flange opening on the roof for probes/pump controls. The opening shall be located near the roof hatch and ladder for easy access.

6.0 Shop Drawings

CONTRACTOR shall submit to the OWNER four (4) sets of detailed drawings of the clearwell tank, anchors, accessories, appurtenances, and coating system information for review and approval, and prior to beginning any related shop fabrication or erection. Include sufficient data to show that the tank and accessories conform to the requirements to these Specifications.

Submittals shall include:

1. Design calculations, signed by a civil or structural engineer registered in the State of Texas.
2. Fabrication and erection drawings and details for the tank and all accessories.
3. Certified mill tests on steel plate and structural members demonstrating that the physical and chemical requirements of this Specification have been met.

Construction shall be governed by the drawings and specifications showing general dimensions and construction details. After approval by the ENGINEER of detailed

construction drawings and specifications submitted by the CONTRACTOR, there shall be no deviation from these drawings and specifications except upon written order or approval from the ENGINEER. Approval of shop drawings by the ENGINEER shall not relieve the CONTRACTOR from responsibility for deviations from original drawings or specifications or from carrying out the work in full accordance with the contract objectives even though such shop drawings have been approved.

7.0 Construction

Field erection of bolted steel tanks, shall be in strict compliance with manufacturer's recommendations and performed by manufacturer's employees to alleviate any potential disputes in coating quality or erection thereof. Particular care shall be exercised in handling and bolting of the tank plates, supports, and members to avoid abrasion or scratching the coating. Touch-up coating shall be done per the manufacturer's recommendations where needed and as directed.

Prior to placing water in the tank, a "holiday" inspection of the entire tank, corners included, will be provided and performed by the CONTRACTOR in the presence of the OWNER.

8.0 Inspection

Inspection of the tank will be performed by the OWNER during construction. Irregularities in shape due to poor fabrication, poor assembly, or any other reason which causes dimples, offsets, bulges, or other unsightly appearance, will be corrected by the CONTRACTOR at his expense. The OWNER reserves the right to require this correction at any time during construction or at final inspection.

9.0 Coating

The materials and application of protective coatings for the storage tank and appurtenances shall conform to current AWWA D103, Section 10.5 or Section 10.6. All metal plates, supports, members, miscellaneous parts, and certain accessories and appurtenances shall be factory coated. Field coating, except for field repair and touch-up of damaged coatings, will not be permitted. The expected color will be evergreen. However, the final color will be selected by the OWNER.

10.0 Foundation

The tank shall be constructed on the existing foundation. CONTRACTOR shall inspect the existing foundation after the existing tank is removed to verify that the existing foundation is adequate for the proposed tank. CONTRACTOR shall provide ½" asphalt board between foundation and storage tank bottom.

11. Testing

After the tank is completed, the CONTRACTOR shall carefully remove all dirt and debris, wash down all interior surfaces including roof and floor, and exhaust wash water from the tank. After the cleaning operation, the CONTRACTOR shall perform a vacuum test of all

floor joints and an external spray test on all roof joints, and then fill the tank with water to the elevation of overflow for leak testing. Completed storage tank shall show no leaks at end of 24 hour test period. There shall be no liquid loss from the tank. Any leaks which are disclosed by the test shall be repaired. Any coating damaged by the repairs shall be properly restored. No charge will be made for water required to fill the tank.

12.0 Disinfection

The CONTRACTOR shall disinfect the tank in accordance with AWWA C652, Method 2 or Method 3. Samples of water from tank shall be withdrawn, and submitted by the OWNER, to the Texas Department of Health for bacteriological analysis. All sampling and testing procedures shall be in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater.” Disinfection procedures shall be repeated until test results show that coliform bacteria are not present. The tank shall not be put in service until safe test results are obtained.

If re-entry of the tank after disinfection is necessary by CONTRACTOR for any reason, the tank shall be re-cleaned and disinfected to protect it from contamination.

13.0 Guarantee

The tank CONTRACTOR shall guarantee its work for a period of two (2) years after final acceptance and payment, and make any necessary repairs or alterations during that period from the date of completion of its work to the extent that it will repair any damages or replace any accessories for which it is notified during that period which may appear due to faulty design, workmanship, or materials furnished under this Contract, at no charge to the OWNER. An inspection will be made of the facility before the two (2) year period has expired. Tank Coatings shall be included and covered by this guarantee.

NOTICE OF AWARD

Dated:

TO:

ADDRESS:

Contract: **Arrowhead Subdivision Phase 3 Dripfields**

Project: **City of Dripping Springs**

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the construction of **Arrowhead Subdivision Phase 3 Dripfields for City of Dripping Springs.**

The Total Price of this Contract is _____.

Four (4) copies of each of the proposed Contract Documents and three (3) sets of Drawings accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____.

1. Deliver to the OWNER four (4) fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on the **Standard Form of Agreement Between Owner and Contractor on The Basis of a Stipulated Price.**
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (paragraph 5) and General Conditions (paragraph 6.01).

NOTICE OF AWARD

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

**OWNER:
City of Dripping Springs**

By: _____
Bill Foulds
Mayor

Attest: _____

ACCEPTANCE OF NOTICE BY BIDDER

Receipt of this Notice of Award is hereby acknowledged by _____ ,
this _____ day of _____ , 2024.

By: _____
Signature

Typed or Printed Name

Title

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

NOTICE TO PROCEED

Dated:

TO:

ADDRESS:

Contract: **City of Dripping Springs
Arrowhead Subdivision Phase 3 Dripfields**

Project: **City of Dripping Springs
Arrowhead Subdivision Phase 3 Dripfields**

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is _____ and the date of readiness for final payment is _____.

Before you may start any Work at the site, you must

Ensure silt fence and all environmental controls are in place prior to any construction.

OWNER: **City of Dripping Springs**

By: _____
Bill Foulds
Mayor

Attest: _____

NOTICE TO PROCEED

ACCEPTANCE OF NOTICE BY BIDDER

Receipt of this Notice to Proceed is hereby acknowledged by _____,

this _____ day of _____, 2024.

By: _____

Signature

Typed or Printed Name

Title

Copy to Engineer¹

¹Use Certified Mail, Return Receipt Requested

CERTIFICATE OF SUBSTANTIAL COMPLETION

Item # 17.

DATE OF ISSUANCE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: **Arrowhead Subdivision Phase 3 Dripfields**

OWNER's Contract No. _____

ENGINEER's Project No. 1431-0027

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1996 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated general Contractors of America and the Construction Specifications Institute.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date

OWNER

By: _____
(Authorized Signature)

WORK CHANGE DIRECTIVE

Item # 17.

No. _____

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____

ENGINEER's Project No. 1431-0027

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work _____

Estimated increase (decrease) in Contract Price:
\$ _____.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

RECOMMENDED:

AUTHORIZED:

ENGINEER

OWNER

By: _____

By: _____

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

CHANGE ORDER

Item # 17.

No. _____

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____ ENGINEER's Contract No. _____

ENGINEER _____

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ _____
Net Increase (Decrease) from previous Change Order: No. _____ to _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated general Contractors of America and the Construction Specifications Institute.

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For Supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

AFFIDAVIT OF BILLS PAID AND WAIVER OF LIEN

STATE OF TEXAS

COUNTY OF _____

Whereas, the undersigned _____ (“Contractor”) has been employed by _____ for the Project known as:

**City of Dripping Springs
Arrowhead Subdivision Phase 3 Dripfields**

In consideration of final payment on the above referenced contract, contract amount of \$_____ as of _____, 20____, Contractor hereby represents and warrants that it (i) has made or provided for proper payment of all subcontractors, labor and materials; and (ii) that as of the date hereof, Contractor has received no notice of any claim for mechanic’s or other lien arising as a result of the work.

Contractor

By: _____
Signature

SUBSCRIBED AND SWORN BEFORE ME THIS _____ day of _____, 20__ to certify which witness by my hand and seal of office.

Signature of Notary

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE _____

OWNER _____

CONTRACTOR _____

Contract: _____

Project: _____

OWNER's Contract No. _____

ENGINEER's Project No. 1431-0027

This Certificate of Final Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____

OWNER

And To _____

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on

DATE OF FINAL COMPLETION

By our acceptance of the Work, this date also establishes the start of the warranty period.

EJCDC No. 1910-8-D (1996 Edition)

This is a modified Substantial Completion Form prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated general Contractors of America and the Construction Specifications Institute.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, health, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____
Date

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on _____
Date

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____
Date

OWNER

By: _____
(Authorized Signature)



REPORT OF LABORATORY TESTS

Project: City of Dripping Springs Miscellaneous Testing

Date: 6/24/2024

Location: 1042 Event Center Drive Dripping Springs Texas

Project No.: 23107100.104

Lab No.: P24-1281

Report No.: 27128

Tech.: NG

Client: City of Dripping Springs

Description of Material: Brown CH Clay with Hard Aggregate

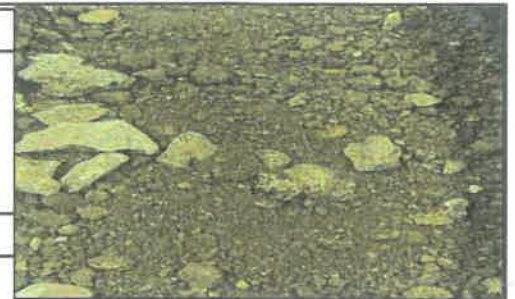
Sampled By: NG

Source: Stockpile 1 at 2-3' Deep

Rammer: 10.0 Ib Mechanical Rainhart

Air Dry (Y/N): No

Proposed use: Subgrade



Atterberg Test Procedure: TEX-104 & 106 E

Liquid Limit:	51	
Plastic Limit:	18	
Plasticity Index:	33	

Sieve Test Procedure: TEX-110-E

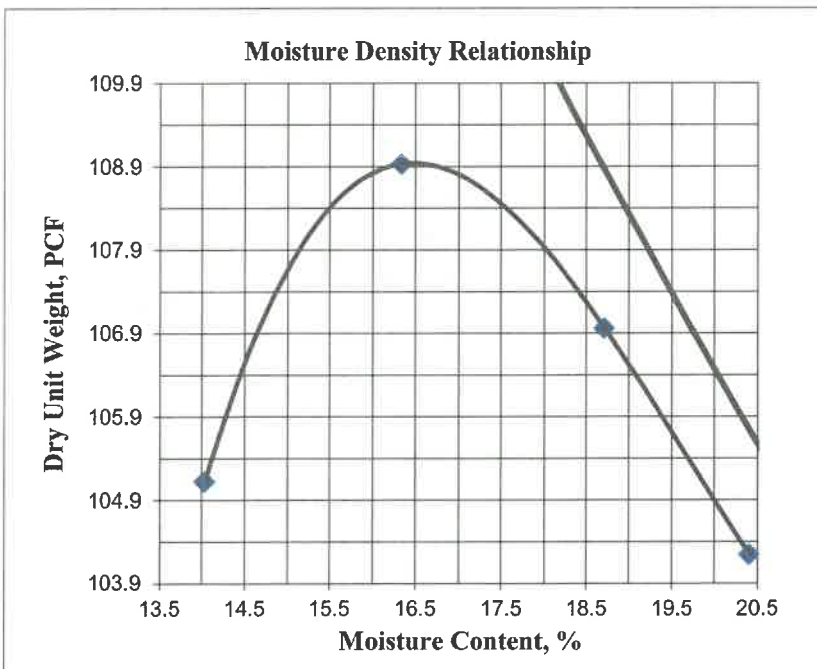
Specification Reference: TxDOT Item 247.2

Sieve:	% Retained
2-1/2"	0.0
1-3/4"	0.0
1-1/4"	3.7
7/8"	5.4
3/8"	12.2
#4	16.4
#40	30.6

MDR Test method: TEX-113-E

Maximum Dry Density: 108.9 PCF

Optimum Moisture: 16.5 %



ZAV $G_s = 2.59$

Reviewed By: AS
MLA Labs, Inc.

6/25/24



REPORT OF LABORATORY TESTS

Project: City of Dripping Springs Miscellaneous Testing

Date: 6/17/2024

Location: 1042 Event Center Drive Dripping Springs Texas

Project No.: 23107100.104

Lab No.: P24-1282

Report No.: 129 + 130

Client: City of Dripping Springs

Tech.: NG

Description of Material: Brown Mix with Light Brown Clay and Hard Aggregate

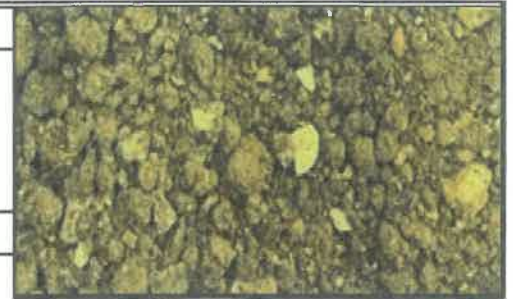
Sampled By: NG

Source: Stockpile 1 at 4-5' Deep

Rammer: 10.0 lb Mechanical Rainhart

Air Dry (Y/N): No

Proposed use: Subgrade



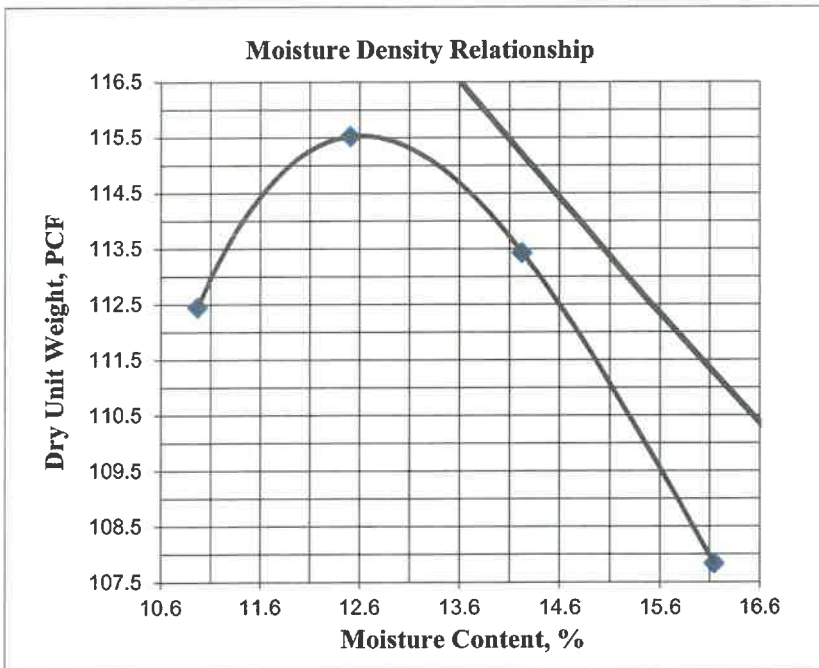
Atterberg Test Procedure: TEX-104 & 106 E

Liquid Limit:	43	
Plastic Limit:	16	
Plasticity Index:	27	

Sieve Test Procedure: TEX-110-E

Specification Reference: TxDOT Item 247.2

Sieve:	% Retained
2-1/2"	0.0
1-3/4"	0.0
1-1/4"	2.9
7/8"	6.6
3/8"	12.8
#4	19.3
#40	37.3




MDR Test method: TEX-113-E

Maximum Dry Density: 115.5 PCF

Optimum Moisture: 12.6 %

ZAV $G_s = 2.50$

Reviewed By: 
MLA Labs, Inc.

6/17/24



REPORT OF LABORATORY TESTS

Project: City of Dripping Springs Miscellaneous Testing

Date: 6/17/2024

Location: 1042 Event Center Drive Dripping Springs Texas

Project No.: 23107100.104

Lab No.: P24-1283

Report No.: 131 + 132

Client: City of Dripping Springs

Tech.: NG

Description of Material: Dark Brown CH Clay with Hard Aggregate

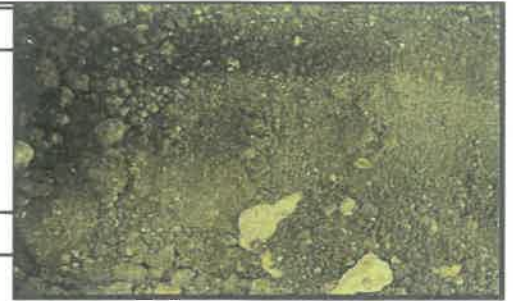
Sampled By: NG

Source: Stockpile 2

Rammer: 10.0 Ib Mechanical Rainhart

Air Dry (Y/N): No

Proposed use: Subgrade



Atterberg Test Procedure: TEX-104 & 106 E

Liquid Limit: 53

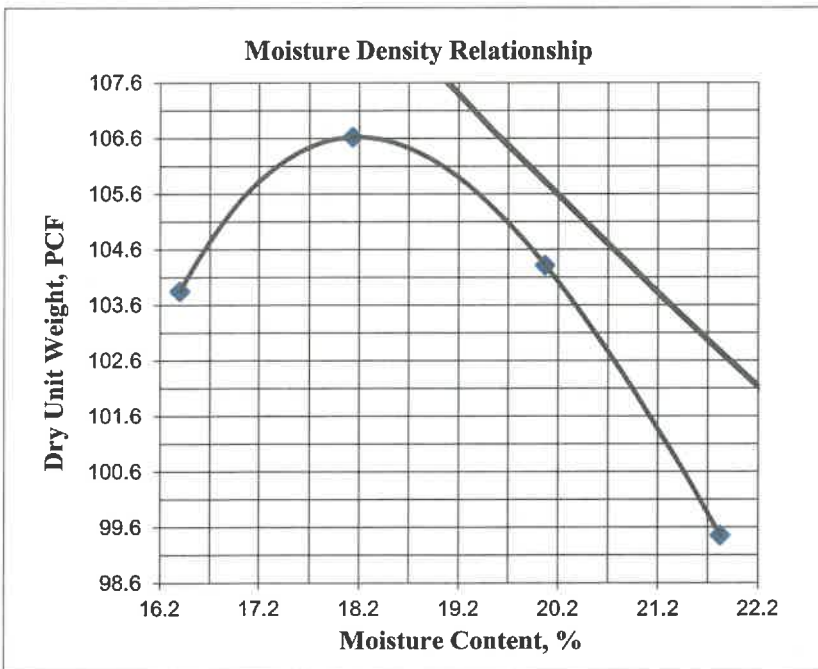
Plastic Limit: 18

Plasticity Index: 35

Sieve Test Procedure: TEX-110-E

Specification Reference: TxDOT Item 247.2

Sieve:	% Retained
2-1/2"	0.7
1-3/4"	1.1
1-1/4"	1.6
7/8"	5.2
3/8"	9.0
#4	13.2
#40	28.2




MDR Test method: TEX-113-E

Maximum Dry Density: 106.6 PCF

Optimum Moisture: 18.2 %

ZAV $G_s = 2.57$

Reviewed By: 
MLA Labs, Inc.

6/17/24

BURGESS & NIPLE

Firm Registration No. F-10834

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

January 2, 2025

City Of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Re: Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields
Recommendation of Award of Contract
B&N Job No. 60972-27

Dear City Council:

The above referenced project received one bid from CC Carlton Industries, Ltd on December 12, 2024.

This project includes furnishing all materials, equipment, tools, and labor necessary for the construction of the proposed drip system expansion and 250,000-gallon bolted ground storage tank. The work also includes installation, maintenance and removal of erosion and sedimentation control.

CC Carlton Industries, Ltd base bid for the project is \$2,191,113.50 and the optional bid total for the project is \$29,110.00. Optional bid items may be added at a later date by a change order if needed based on field conditions.

We recommend that the contract be awarded to CC Carlton Industries, Ltd. in the amount of \$2,191,113.50. Please contact me with any questions or comments regarding this recommendation.

Sincerely,
Burgess & Niple Engineering, Inc.



Ryan Shaw, P.E.
Project Engineer

Attachment: CC Carlton Industries, Ltd Bid Documents
Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields - Bid Tabulation

ADDENDUM NO. 2

TO

**CONTRACT DOCUMENTS &
SPECIFICATIONS**

**Hays County
City of Dripping Springs**

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

BIDS: THURSDAY, DECEMBER 12TH 2024 at 2:00 PM

**BURGESS & NIPLE, INC.
AUSTIN, TEXAS**

TO ALL PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This Addendum No. 1 is hereby made a part of the Contract Documents and Specifications (hereafter referred to as the Contract Documents) and shall be attached thereto. The requirements of this Addendum supersede everything to the contrary in the original Contract Documents and any other previous addenda, if any; otherwise, all provisions of the original Contract Documents shall remain in full force and effect. Addendum No. 2 to the Contract Documents shall include, but not necessarily be limited to the following items:

GENERAL ADDITIONS/CLARIFICATIONS

As stated on plan-set Superior Tank Company, Inc. is allowed for the bolted ground tank. This addendum is to approve Contain Water System, Inc. Epoxy coated bolted ground storage tank as an equal manufacturer.

Bolted ground tank will need to be in accordance with Section 13415- Installation of Bolted Ground Storage Tank Specification which can be found in the Contract Documents.

The **subsurface drip irrigation system** work shall be substantially completed no later than 150 calendar days after the date when the Contract Times commence to run, and finally completed and ready for final payment no later than 180 calendar days after the date when the Contract Times commence to run.

Offeror shall provide a proposed timeline schedule (measured in days) indicating milestones for this Contract. This will include the proposed timeline schedule for the effluent storage tank. The proposed timeline for the effluent storage tank can be longer than the substantial and final completion date for the drip irrigation system, based on lead times for the effluent storage tank.

Please let me know if you have any questions.



Ryan Shaw, P.E.

END OF ADDENDUM NO. 2

ADDENDUM NO. 1

TO

**CONTRACT DOCUMENTS &
SPECIFICATIONS**

**Hays County
City of Dripping Springs**

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

BIDS: THURSDAY, DECEMBER 12TH 2024 at 2:00 PM

**BURGESS & NIPLE, INC.
AUSTIN, TEXAS**

TO ALL PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This Addendum No. 1 is hereby made a part of the Contract Documents and Specifications (hereafter referred to as the Contract Documents) and shall be attached thereto. The requirements of this Addendum supersede everything to the contrary in the original Contract Documents and any other previous addenda, if any; otherwise, all provisions of the original Contract Documents shall remain in full force and effect. Addendum No. 1 to the Contract Documents shall include, but not necessarily be limited to the following items:

GENERAL ADDITIONS/CLARIFICATIONS

Attached is the "Arrowhead WWTP Drip System Site Evaluation" conducted by Lighthouse Water Resource Engineering, LLC.

Please let me know if you have any questions.



Ryan Shaw, P.E.

END OF ADDENDUM NO. 1

Contract Documents and Specifications

**City of Dripping Springs
Hays County, Texas**

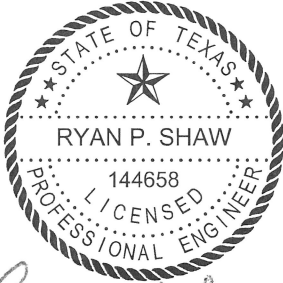
**Arrowhead Subdivision Phase 3 Subsurface Drip
Irrigation Fields**

Prepared for:

**The City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620**

Prepared by:

**Burgess & Niple, Inc.
235 Ledge Stone Drive
Austin, Texas 78737
(512) 432-1000**



A handwritten signature in cursive script that reads "Ryan Shaw".

November 2024

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CITY OF DRIPPING SPRINGS

ARROWHEAD SUBDIVISION PHASE 3 SUBSURFACE DRIP IRRIGATION FIELDS

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS

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00300	BID FORM.....	7
	CONTRACTOR’S QUANTITY CERTIFICATION	1
	RESOLUTION OF CONTRACTOR.....	1
00410	BID BOND.....	2
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00610	PAYMENT BOND	2
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00630	WARRANTY BOND.....	2
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01600	DELIVERY, STORAGE, AND HANDLING.....	3
01730	OPERATING AND MAINTENANCE DATA	7
13415	INSTALLATION OF BOLTED GROUND STORAGE TANK	5

EXHIBITS

- SAMPLE NOTICE OF AWARD
- SAMPLE NOTICE TO PROCEED
- SAMPLE CERTIFICATE OF SUBSTANTIAL COMPLETION
- SAMPLE WORK CHANGE DIRECTIVE FORM
- SAMPLE CHANGE ORDER FORM
- SAMPLE AFFIDAVIT OF BILLS PAID
- SAMPLE CERTIFICATE OF FINAL COMPLETION
- MLA REPORT OF LABORATORY TESTS FOR RANCH PARK FILL MATERIAL

NOTICE TO BIDDERS**CONSTRUCTION OF ARROWHEAD SUBDIVISION PHASE 3 SUBSURFACE
DRIP IRRIGATION FIELDS
FOR
CITY OF DRIPPING SPRINGS**

SCOPE OF WORK: The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

RECEIPT OF BIDS: Sealed bids in envelopes are due at the Office of the Engineer: Burgess & Niple, Inc. located at 235 Ledge Stone Drive, Austin, Texas 78737, (512) 432-1000 no later than **2:00 p.m. on Thursday, December 12th, 2024**, at which time the bids for the Project Contract will be opened and read aloud. OWNER will also accept electronic copies of Bids emailed to Priya Bhowmik at priya.bhowmik@burgessniple.com. The OWNER reserves the right to waive all informalities and irregularities, and determine which Bids are most advantageous to the Project, and to award the Contract on this basis.

INFORMATION AND BIDDING DOCUMENTS: Hard copies and/or electronic copies of Bid Documents and Plans may be obtained from Burgess & Niple, Inc. by contacting Priya Bhowmik at priya.bhowmik@burgessniple.com or at 512-432-1000, during regular business hours: 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 12:00 p.m., Fridays. Documents can also be acquired digitally from www.civcastusa.com for free.

BONDS: Performance, payment, and warranty bonds shall each be issued in an amount equal to 100% of the Contract Amount as security for all the CONTRACTOR's obligations under the Contract Documents.

INSURANCE REQUIREMENTS: Bidders shall maintain insurance in the types and amounts indicated the Contract Documents.

BID GUARANTY: All Bids must be accompanied by a Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price in the form of a cashier's check made payable to the City of Dripping Springs, or a Bid Bond issued by a surety.

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at City of Drippings Springs' Development Services Building located at 661 West Highway 290, Dripping Springs, Texas at **2:00 P.M. on December 5th, 2024**. Representatives of the City and Engineer will be present to discuss the PROJECT.

CONTRACT SCHEDULE: The Work shall be substantially complete no later than **150** calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions no later than **180** calendar days after the date when the Contract Times commence to run.

Substantially complete shall mean completing the improvements, and testing so that the planned improvements are in operation.

**SECTION 00300
BID FORM**

**CITY OF DRIPPING SPRINGS
ARROWHEAD SUBDIVISION PHASE 3 DRIPFIELDS**

SCOPE OF WORK:

The City of Dripping Springs, Texas will accept competitive sealed proposals for site work related to the construction of the Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation System Expansion. The work to be performed includes furnishing all necessary supervision, machinery, insurance, materials, equipment, tools, and labor necessary for the design, fabrication, material delivery, erection and construction, inspection, and testing to complete the work. The work includes the expanding the existing subsurface drip irrigation system from 54,001GPD to 85,759 GPD, and the construction of an approximate 250,000 gallon bolted ground storage tank.. The work shall also include the installation, maintenance and removal of erosion and sedimentation controls.

Work in this Contract is generally described by the Contract Documents; titled as follows:

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term “City of Austin” is used in the City of Austin Specifications, it shall be construed to mean “OWNER, and or its designated representative.” Whenever the term “ENGINEER” is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

CONTRACT IDENTIFICATION:

Project Owner: **City of Dripping Springs**

Contract: **Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields**

THIS BID IS SUBMITTED TO:



The Offices of Burgess & Niple, Inc.
235 Ledge Stone Drive
Austin, Texas 78737
512-432-1000 office
512-432-1015 fax

1.01 In response to the OWNER's request for Bids, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 90 days after the Bid date, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged (List Addenda by Number and Date).

Addendum No.	Addendum Date
<u>Add#1</u>	<u>11/26/24</u> 
<u>Add#2</u>	<u>12/11/24</u> 
<u> </u>	<u> </u>

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

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity 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 individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown on the following Bid Form. The Bid Form will also serve as a schedule of values for the Work to be performed.

There are no cash allowances for this Contract as described in paragraph 11.02 of the General Conditions.

1.0 General

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	Mobilization/Demobilization	LS	1	\$115,600.00	\$115,600.00
2	Site Preparation/Clearing	LS	1	\$614,200.00	\$614,200.00
3	Construction Entrance	EA	1	\$3,000.00	\$3,000.00
4	Silt Fence/ J Hook	LF	2,822	\$6.00	\$16,932.00
5	Transport/ Import Material ¹	CY	5,200	\$19.50	\$101,400.00
6	Soil Screening ¹	CY	7,242	\$8.25	\$59,746.50
7	Silt Fence at Ranch Park ²	LF	800	\$6.00	\$4,800.00
8	Construction Entrance at Ranch Park ²	EA	1	\$3,000.00	\$3,000.00
9	Onsite Soil Spreading & Mixing	CY	6,033	\$5.00	\$30,165.00
10	Revegetation	AC	7.3	\$5,250.00	\$38,325.00
11	Erosion Control	AC	7.3	\$1,950.00	\$14,235.00
SUBTOTAL - General					\$1,001,403.50

2.0 Subsurface Drip Irrigation System

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	4" SDR 21 Return Main	LF	2,213	\$37.00	\$81,881.00
2	6" SDR 21 Supply Main	LF	1,662	\$42.00	\$69,804.00
3	Zone 3-1 ³	LS	1	\$69,500.00	\$69,500.00
4	Zone 3-2 ³	LS	1	\$60,000.00	\$60,000.00
5	Zone 3-3 ³	LS	1	\$60,000.00	\$60,000.00
6	Zone 3-4 ³	LS	1	\$59,000.00	\$59,000.00
7	Zone 3-5 ³	LS	1	\$62,500.00	\$62,500.00
8	Zone 3-6 ³	LS	1	\$62,500.00	\$62,500.00
9	Zone 3-7 ³	LS	1	\$62,500.00	\$62,500.00
10	Zone 3-8 ³	LS	1	\$62,000.00	\$62,000.00
11	Zone 3-9 ³	LS	1	\$58,500.00	\$58,500.00
12	24"x24"x8" Stainless Steel Junction Box with 100 conductor terminal block	EA	2	\$3,200.00	\$6,400.00
13	Reprogramming controls to add new zones & Drip Skid Upgrades ⁴ (by JNM Technologies, Inc.)	LS	1	\$27,225.00	\$27,225.00
SUBTOTAL - Subsurface Drip Irrigation System					\$741,810.00

3.0 Effluent Storage Tank

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	250,250 Gallon Effluent Bolted Steel Storage Tank ⁵	LS	1	\$388,400.00	\$388,400.00
2	Tank Foundation	LS	1	\$29,150.00	\$29,150.00
3	Tank Yard Piping	LS	1	\$30,350.00	\$30,350.00
SUBTOTAL - Effluent Storage Tank					\$447,900.00

SUMMARY - CONSTRUCTION

	DESCRIPTION	TOTAL COST
1.0	SUBTOTAL - General	\$1,001,403.50
2.0	SUBTOTAL - Subsrface Drip Irrigation System	\$741,810.00
3.0	SUBTOTAL - Effluent Storage Tank	\$447,900.00
TOTAL BASE BID		\$2,191,113.50

Optional Bid Items

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	Haul Off Screen Material & Revegation (Ranch Park)	LS	1	\$29,110.00	\$29,110.00
SUBTOTAL - Optional Bid Items					\$29,110.00

BID ITEM NOTES:

1. Material is located at Dripping Springs Ranch Park. Contractor will be responsible for screening material and removal of material left over from the screening process. Contractor shall be responsible for verify earth work quantities prior to bid.
2. Quantities are approximate, contractor shall provide site fence and construction entrance at Ranch Park. Include cost in applicable bid items 1.8 and 1.9.
3. Cost should include moisture sensors in each zone, pipe, tubing, wiring, & valves.
4. Reprogramming of controls and any required skid improvements shall be conducted by JNM Technologies, Inc.
5. Will include tank fabrication, exterior coating of tank & accessories, liquid level controller, and fittings.
6. There is an existing chain link fence at Ranch Park that shall remain in place. Any damage to the fence shall be repaired by the contractors' soles' expense.

6.01 Bidder agrees that the Work shall be **substantially complete no later than 150 calendar days**. The Contract Times commence to run as provided in paragraph 2.03 of the General Conditions. The Work shall be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within a period of **180 calendar days** after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

Each Bidder shall submit the following with its Bid:

- A. Required Bid Guarantee;
- B. Names of subcontractors, suppliers, and manufacturers with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project;
- C. Contractor Qualifications Form, and information listed in the replacement Section D.

- Estimated Project Schedule;
- E. Resolution of Contractor;
- F. Proposed locations of laydown/equipment storage and temporary offices to be used during this Contract if different from what is shown on the plans.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on December 12th, 2024

State Contractor License No. _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

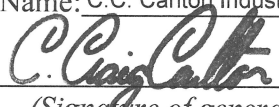
Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: C.C. Carlton Industries, LTD

By:  (SEAL)
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): C. Craig Carlton, Manager to the G.P.

Business address: 3102 Bee Caves Rd, Ste. 200, Austin, Texas 78746

Phone No.: 512-476-4282 FAX No.: 512-476-4286

A Corporation

Corporation Name: _____

State of Incorporation Name: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____ (SEAL)
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is: _____

A Joint Venture

Joint Venturer Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. 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.)

CONTRACTOR'S QUANTITY CERTIFICATION

I hereby certify that C.C. Carlton Industries, LTD
(Name of Bidder/Corporation), has carefully examined the Bidding Documents, Plans, site of the proposed Work, and other conditions that may affect the performance of the Work, and have verified and agree with Bid Form Quantities for the Construction of Arrowhead Phase 2 Wastewater Treatment Plant Expansion.

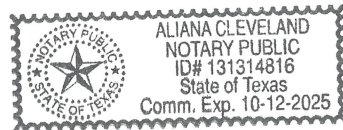
I also hereby certify that C.C. Carlton Industries, LTD
(Name of Bidder/Corporation), has investigated and is satisfied with the conditions to be encountered; the character, quality and quantities of Work to be performed and materials to be furnished and the requirements of the Bidding Documents, Contract Documents, and Construction Plans, and that any conflicts, errors, ambiguities, or discrepancies that were discovered in or between any of the Bidding Documents, Contract Documents, Construction Plans, and/or related documents, and if said conflicts, errors, ambiguities, or discrepancies have not been resolved by Engineer by an Addenda, the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost are included in the Bid.

[Signature]
Signature
Jay George
Name

December 12th, 2024
Date

SUBSCRIBED AND SWORN BEFORE ME THIS 12th day of
December, 2024 to certify which witness by my hand and seal of office.

[Signature]
Signature of Notary



SECTION 00410
BID BOND

BIDDER (Name and Address):

CC Carlton Industries, Ltd.
3102 Bee Caves Rd., Ste. 200
Austin, TX 78746

SURETY (Name and Address of Principal Place of Business):

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER (Name and Address):

City of Dripping Springs
511 Mercer St
Dripping Springs, TX 78620

BID

BID DUE DATE: December 12, 2024

PROJECT (Brief Description Including Location):

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

BOND

BOND NUMBER: Bid Bond

DATE: (Not later than Bid due date): December 12, 2024

PENAL SUM: Five Percent of Amount Bid (Words) \$ (5%) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

CC Carlton Industries, Ltd. (Seal)

Bidder's Name and Corporate Seal

By: _____

Signature and Title
Jay George, V.P. of Estimating

Attest _____

Signature and Title
Alicia Cleveland, Est. Coordinator

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
Steven W. Dobson Attorney-in-fact (Attach Power of Attorney)

Attest _____

Signature and Title
A. Gonzales Bond Admin.

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

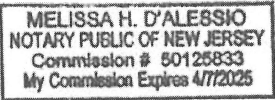
UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of December 20 24

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



CONTRACTOR'S QUALIFICATION

The Owner desires to contract with Contractor which is fully qualified and experienced to perform the work on this project.

The bidder is required to supply the following information to the Owner along with the Bid. Additional sheets may be attached if necessary.

- (1) Name C.C. Carlton Industries, LTD
- (2) Address 3102 Bee Caves Rd, Ste. 200
 City Austin STATE Texas ZIP CODE 78746
- (3) Phone Number 512-476-4282 Fax Number 512-476-4286
- (4) Type of Firm:
 Individual Partnership Corporation
- (5) Corporation organized under the laws of the State of: _____
- (6) List the Names and addresses of all members of the firm or names and titles of all officers of the corporation.

<u>C. Craig Carlton</u> (Name)	<u>3102 Bee Caves Rd, Ste. 200, Austin, Texas 78746</u> (Address)
_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)
_____ (Name)	_____ (Address)

- (7) Number of years experience under present firm name: 25
- (8) Number of years experience in construction work of the type called for in this contract as: A general contractor 25; A subcontractor 25.

- (9) List at least three (3) similar projects in cost and nature completed as of recent date:
List most recent first.

Contract Amount	Class of Work	Date Completed	Owner's and Design Engineer's Name, Address & Telephone
\$ *See attachment A*	_____	_____	_____
\$ _____	_____	_____	_____
\$ _____	_____	_____	_____

- (10) Has your firm ever defaulted on a contract? No _____ If so, where and why? _____

- (11) Are you at present in any litigation or lawsuits involving construction work of any type?
 _____ Yes No. If yes, please explain: _____

- (12) Attach a list of your major equipment owned that is available for this contract.

Quantity	Description, Size, Capacity, etc.	Condition	Years in Service	Present Location
	See attachment B			

(13) Attach a list of all current work under contract and/or under construction.

Contract Amount	Type of Work	Percent Complete	Owner's Name, Address & Telephone
See attachment C			

(14) List the name and address of each subcontractor who will perform work in or about the work or improvements in excess of one-half (1/2) of one (1%) percent of the total bid price and indicate what part of the work will be done by each subcontractor:

Name	Address	Portion of Work Sublet
To be provided if Low Bidder		

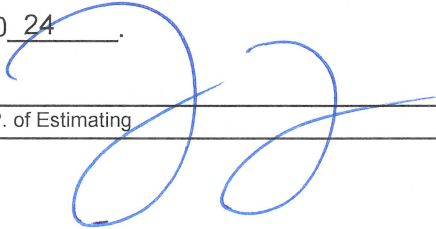
(15) List all jobs your company or any principal in your company performed in which a trench failure injury occurred:

Name of Job	Location	Date
N/A		

(16) Describe mechanic's or material-men's liens that have been filed against the company within the last three (3) years and the status of their disposition. N/A

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this 12th day of December, 20 24.

By: 
 Title: V.P. of Estimating

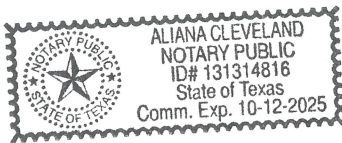
State of Texas

County of Travis

Subscribed and sworn to before me this 12th day of December, 20 24.

Notary Public 

My Commission Expires: 10/12/2025





The State of Texas
Secretary of State

CERTIFICATE OF ORGANIZATION

OF

CARLTON GP, LLC

FILING NUMBER 07046627

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF ORGANIZATION FOR THE
ABOVE NAMED COMPANY HAVE BEEN RECEIVED IN THIS OFFICE AND HAVE BEEN
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF ORGANIZATION.

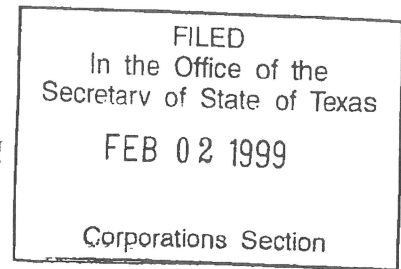
ISSUANCE OF THIS CERTIFICATE OF ORGANIZATION DOES NOT AUTHORIZE
THE USE OF A COMPANY NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER ENTITY UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK
LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED FEB. 2, 1999

EFFECTIVE FEB. 2, 1999



Elton Bomer, Secretary of State



**ARTICLES OF ORGANIZATION
OF
CARLTON GP, LLC**

The undersigned, acting as the sole organizer of a limited liability company under the Texas Limited Liability Company Act (the "Act"), does hereby adopt the following Articles of Organization for CARLTON GP, LLC (the "Company"):

ARTICLE ONE

The name of the Company is CARLTON GP, LLC.

ARTICLE TWO

The Company will commence on the date these Articles are filed with the Secretary of State of Texas, and shall end on December 31, 2050.

ARTICLE THREE

The purpose for which the Company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the Act.

ARTICLE FOUR

The address of the initial registered office of the Company is 612 Brazos, Suite 201, Austin, Texas 78701, and the name of the initial registered agent of the Company at that address is C. Craig Carlton.

ARTICLE FIVE

The Company is to be managed by one or more managers. The number of initial managers, who shall serve as manager until the first annual meeting of members of the Company or until her successor is duly elected, shall be one. The name and address of such initial manager shall be as follows:

C. Craig Carlton
11506 Echo Hollow
Houston, Texas 77024

ARTICLE SIX

Any action required by the Act or the Texas Business Corporation Act ("TBCA") to be taken at any annual or special meeting of members, or any action that may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

ARTICLE SEVEN

No member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, sold, or offered for sale by the Company.

ARTICLE EIGHT

The right of members to cumulative voting in the election of managers is expressly prohibited.

ARTICLE NINE

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Article Nine does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of a manager is expressly provided in an applicable statute. Any repeal or amendment of this Article Nine by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable as set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limits the liability of a manager or of a director of a corporation.

ARTICLE TEN

The Company shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was

a manager or officer of the Company or (ii) while a manager or officer of the Company, is or was serving at the request of the Company as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a limited liability company may grant indemnification to a manager under the Act and the TBCA, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any manager or officer who is elected and accepts the position of manager or officer of the Company or elects to continue to serve as a manager or officer of the Company while this Article Ten is in effect. Any repeal or amendment of this Article Ten shall be prospective only and shall not limit the rights of any such manager or officer or the obligations of the Company with respect to any claim arising from or related to the services of such manager or officer in any of the foregoing capacities prior to any such repeal or amendment of this Article Ten. Such right shall include the right to be paid or reimbursed by the Company for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act and the TBCA, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within 90 days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Act and the TBCA, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its managers or any committee thereof, special legal counsel, or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its managers or any committee thereof, special legal counsel, or members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, regulation, resolution of members or managers, agreement, or otherwise.

The Company may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article Ten shall extend to proceedings involving the negligence of such person.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative,

any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE ELEVEN

The name and address of the sole organizer of the Company are as follows:

Michael L. Cook
Jenkins & Gilchrist, P.C.
600 Congress Avenue, Suite 2200
Austin, Texas 78701

EXECUTED this 4th day of January, 1999.

SOLE ORGANIZER



Michael L. Cook

I, the undersigned organizer of CARLTON GP, LLC, a Texas limited liability company, do hereby disclaim any and all interests in said limited liability company.



Michael L. Cook

A

Item # 17.

Job #	Job Name	Location	PM	Superintendent	Owner	Engineer	Contract Price
24-003	Whisper Valley Central	7537 1/2 Taylor Ln, Manor, TX 78653	Byron Dupre	Trinidad Arriaga	Club Deal 120 Whisper Valley LP, % of Taurus of Texas GP LLC (Adam Moore:817-788-1000)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$1,302,938.45
23-058	BeBee Rd 16 In Waterline Ext	CR 122, Kyle, Texas	Jeff Markey	Gabino Sanchez	Goforth Special Utility District	Southwest Engineers (Neal Goedrich: 830-672-7516)	\$1,581,075.50
23-043	Tesla Kitchen HUB	1 Tesla Road Austin, TX 78725	Zac Vaughn	Joe Coppedge	Tesla (Kopi Garza:956-566-3693)	Tesla	\$310,701.00
23-032	River Oaks Community	N/A	John Graham	Gabino Sanchez	San-N-Pac Stores Inc	KFW Engineers & Surveying	\$109,734.00
23-028	McKinney Falls	5200 McKinney Falls Pkwy, Austin, TX 78744	Blake Scrivener	Jose Briones	OHT Construction, LLC (Jason Price: 512-813-7111)	LSI (Michael Linehan: 512-328-6050)	\$341,078.00
23-026	Preserve Waterline	3941 FM 2722, New Braunfels, Comal Co, Texas 78132	Tommy McDougal	Robbie Martinez	JHJ Land & Cattle Company Holdings, LLC (James Jacobs: 512-844-4333)	Haynie Consulting, Inc (T. Haynie: 512-837-2446)	\$331,000.00
23-019	PHC-DLH10	1301 E. Wintergreen Rd, Hutchins, Texas 75141	Zac Vaughn	Cody Ischy	Provident Hospitality Contractors, LLC (Eddie Grant: 631-707-6325)	Pape Dawson (Brandon O'Donald:817-870-3668)	\$275,440.00
23-016	FM 2252 Garden Ridge	Doerr Lane, Schertz, TX	Tommy McDougal	Robbie Martinez	City of Schertz	City of Schertz Engineering Department	\$247,053.00
23-012	Belton ISD	1651 O.T. Tyler Drive Belton, Texas 76513	Jeff Markey	Cody Ischy	Belton ISD	Kimley -Horn	\$1,130,421.00
23-008	Wood Spring Suites	Creekview Dr. & South New Road Waco, Texas 76711	Jeff Markey	Cody Ischy	Provident Hospitality	Southland Consulting Engineers	\$649,850.00
23-006	Space X 2	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fermin Molina	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$5,853,135.45
23-002	Headwaters Ph 4. Drip Field	3 miles NE of RM12 and US290, Dripping Springs, Texas	Heath Taylor	Joe Duarte	WFC HEADWATERS OWNER VII, LP	Allen Engineering Group (David Allen: 512-632-0121)	\$1,891,114.00
23-001	Homestead Ground Storage Tank	Homestead, Marion, Texas 78124	Tommy McDougal	Robbie Martinez	Green Valley Special Utility District (David Allen:830-914-2330)	Trihydro Corporation (Jason Vreeland:830-626-3588)	\$2,381,100.00
22-032	Swadeshi Plaza	7652 & 7680 183A Leander, Texas 78641	Heath Taylor	Fermin Molina	NEC CRYSTAL N 183 LLC (Ramesh Vadlamani:713-751-9890)	Kirkman Engineering (Jeremy Nelson:817-448-4960)	\$580,000.00
22-026	Mayfair	Kohlenberg Rd, New Braunfels	Heath Taylor	Robbie Martinez	Southstar at Mayfair, LLC	Pape-Dawson (Steven Dean: 830-632-5633)	\$3,700,901.41
22-025	Space X	858 FM 1209 Bastrop, Texas 78602	Brad Vonderheid	N/A	Space Exploration Technologies (Lyman Lam:310-682-2805)	Space X (AB Ozdil: 512-590-0447)	\$514,623.00
22-024	Prose at Buda	FM 2001 Buda, Texas 78610	Tommy McDougal	Gabino	Alliance Realty Partners, LLC	Kimley-Horn (Daniel Furdock:512-645-2237)	\$1,813,275.28
22-023	Cannon Ranch	Rob Shelton Blvd and Founders Park Road	Tommy McDougal	Joe Duarte	Ashton Woods Homes (Steven Pierce:512-615-6409)	Doucet & Associates, Inc. (Jacob Harris: 512-583-2600)	\$7,381,123.04
22-021	Villages of Hidden Lake Commercial	3607 Kelly Ln, Pflugerville, TX 78660	Heath Taylor	Trinidad Arriaga	BLD VOHL 6A-1 LLC (Becky Collins:512-774-7336)	Pape-Dawson Engineers (Mike Fisher: 512-454-8711)	\$1,141,397.00
22-019	Tesla Building Expansion	1 Tesla Road Austin, TX 78725	Josh Bollich	Joe Coppedge	Tesla (Marlin Cox: 570-580-1272)	Jacobs Engineering	\$612,710.00
22-017	Simwon	Plum Creek, Building 3 Kyle, Texas 78640	Brad Vonderheid	Fermin Molina	SIMWON NA CORP	Do Kim (Do Kim: 470-796-0720)	\$3,430,000.00
22-016	Emma Office Park	3219 Manor Road Austin, Texas 78723	Brad Vonderheid	Fermin Molina	Cumby Construction, LLC (James Cumby: 512-296-2535)	Jones & Carter (512-441-9493)	\$410,796.00
22-013	Northgate Ranch Phase 2 Section 7	2455 Co Rd 214 Liberty Hill, TX 78642	Heath Taylor	Trinidad Arriaga	Tri Point Homes (512-848-1401)	BGE, INC (Scott Swiderski: 512-879-0400)	\$8,278,539.90
22-012	Benton Phase 1-1 & 1-2	Ronald Reagan Blvd, Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$18,978,084.80
22-011	Parmer Sector 9	12600 McCallen Pass Austin, Travis Co, Texas	Jason Horne	Robbie Martinez	Karlin Parmer 9, 1 LLC (Matthew Schwab: 512-482-5565)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$1,556,367.00
22-008	3219 Manor Road	3219 Manor Road, Austin, Texas 78723	Heath Taylor	N/A	Cumby Construction, LLC	Jones & Carter (512-441-9493)	\$40,000.00
22-007	Homestead Offsite Force Main	N/A	Tommy McDougal	Hunter Dickiehut	I LF N-T Owner, LP (617-221-8400)	Trihydro Corporation (830-626-3588)	\$1,049,510.70
22-005	Entrada Ph 3	Crystal Bend Dr & Immanuel Rd, Pflugerville, TX	Josh Bollich	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD (Kevin Pope: 512-531-1375)	Carlson, Brigrance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$1,626,823.50

22-004	Hays County Ph 2 Drip Field	Ledgestone Dr, Austin, Texas 78731	Heath Taylor	Joe Duarte	Hays County Municipal District No .4 (281-398-8211)	Burgess & Niple, Inc (Mora Guerra: mora.guerra@burgessniple.com)	\$1,631,388.00
22-003	HeadWaters Ph3	East of Intersection of Roy Branch Rd & Hazy Hills Loop, Austin, TX	Tommy McDougal	Joe Duarte	WFC Headwaters Owner VII, LP	Malone & Wheeler (Landon M. McClellan: 512-899-0601)	\$9,834,278.13
22-002	HeadWaters Ph3 Drip Irragation	East of Intersection of Roy Branch Rd & Hazy Hills Loop, Austin, TX	Heath Taylor	Joe Duarte	Headwaters MUD of Hays County - C/O McLean & Howard L.L.P.	Allen Engineering Group (David Allen: 512-632-0121)	\$1,623,160.00

B

HEAVY EQUIPMENT	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
BACKHOE						
LB-12! PFH	2014	Cat	416F	0KSF01182	STALLION	9,164
LB-13! PFH	2014	Cat	416F	0KSF01689	BENTON	8,624
LB-16	2015	Cat	416F	0KSF02233	FREEDOM	3,129
LB-17	2014	Cat	416F	HKSF02077	FREEDOM	8,376
LB-18 PFH	2015	Cat	416F2	0HWB00257	HUTTO EXTENSION	7,769
LB-19 PFH	2015	Cat	416F2	0HWB00288	ENTRADA	7,459
LB-20	2015	Cat	416F2	0HWB00263	STALLION	9,172
LB-21 (BF-21) PFH	2019	Cat	416F2	0HWB01927	STALLION	5,275
LB-22 (BF-22) PFH	2019	Cat	416F2	0HWB01900	STALLION	7,306
LB-23 (BF-23) PFH	2019	Cat	416F2	0HWB01926	STALLION	5,868
LB-24 (BF-24) PFH	2019	Cat	416F2	0HWB01853	FREEDOM	6,781
LB-25! (BF-25)	2022	Cat 4SX	416	VH8P00967	FREEDOM	1,473
LB-26 (BF-26)	2022	Cat 4SX	416	PH8P00977	FREEDOM	1,350
LB-27 (BF-27)	2022	Cat4SX	416	H8P00975	SWEETWATER	1,418
LB-28 (BF-28)	2022	Cat4SX	416	H8P00980	SWEETWATER	1,414
LB-29! (BF-29) PFH	2022	Cat4SX	416	H8P00978	FREEDOM	1,280
LB-30 (BF-30) PFH	2022	Cat4SX	416	H8P00981	FREEDOM	1,201
WHEEL LOADER						
WL-01	2002	Volvo	L90D	70713	SHOP LOADER	20,467
WL-04 (LF-04)	2019	Volvo	L90H	624892	TESLA	9,411
WL-05 (LF-05)	2019	Volvo	L90H	624893	ESPERANZA	9,080
WL-06	2019	Volvo	L90H	624895	STALLION	8,750
WL-07!	2019	Volvo	L90H	624941	BENTON	8,254
WL-08 (LF-08)	2019	Volvo	L90H	624846	FREEDOM	9,895
WL-09 (LF-09)	2019	Volvo	L90H	24847	STALLION	9,009
WL-10	2020	Volvo	L90H	625352	LAKEMWAY HIGHLANDS PH.2	5,584
WL-12 (LF-12)	2020	Volvo	L90H	625290	LAKEMWAY HIGHLANDS PH.2	7,146
WL-13 (LF-13)	2020	Volvo	L90H	625388	MX AM CULTURAL CNTR	6,949
WL-14 (LF-14)	2020	Volvo	L90H	625389	ELM CREEK	6,367
WL-15 (LF-15)	2020	Volvo	L90H	625289	HUTTO BOOSTER STATION	5,661
WL-16	2019	Volvo	L90H	624985	FLORA TREATMENT PLANT	8,023
WL-17	2018	Volvo	L90H	624768	BENTON	6,475
WL-18	2019	Volvo	L90H	625049	LAKEMWAY HIGHLANDS	5,770
WL-19	2019	Volvo	L90H	624940	SPACE X	7,219
WL-23 (LF-23)	2019	Volvo	L90H	625392	FREEDOM	7,552
WL-27 (LF-27)	2019	Volvo	L90H	625325	MARBRIDGE IS	5,208
WL-30	2013	Volvo	L90G	617040	ESPERANZA	1,218
WL-31	2014	Volvo	L90G	617310	STALLION	14,339
WL-32 (LF-29)	2019	Volvo	L90H	625391	TRAVISSO	5,776
WL-33	2014	Volvo	L90G	617480	TRAVISSO	16,288
WL-34 (LF-34)	2014	Volvo	L90G	617203	FREEDOM	16,332
WL-35 (LF-35)	2014	Volvo	L90G	617578	WHISPER VALLEY	15,194
WL-36 (LF-36)	2014	Volvo	L90G	617392	SHOP	15,316
WL-37 (LF-37)	2022	Volvo	L70H	624635	STALLION	2,750
WL-38 (LF-38)	2022	Volvo	L90H	626090	AIRPORT GATEWAY	4,267

TRACK HOE	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
WL-39 (LF-39)	2022	Volvo	L90H	626089	FREEDOM	4,097
WL-40 (LF-40)	2022	Volvo	L90H	626117	AIRPORT GATEWAY	4,152
WL-41 (LF-41)	2013	Volvo	L110G	8769	ESPERANZA	14,601
WL-42!	2014	Volvo	L150H	4261	AIRPORT GATEWAY	14,201
WL-45 (LF-45)	2022	Volvo	L70H	624636	ALTA BLAKEY	3,236
WL-46 (LF-46)	2022	Volvo	L70H	624643	PARMER 9	2,114
WL-47	2018	Cat	950GC	00950CM5T01028	ESPERANZA	8,277
WL-48 (LF-48)	2022	Volvo	L90H	626151	WHISPER VALLEY	3,678
WL-49 (LF-49)	2022	Volvo	L90H	626152	FREEDOM	3,966
WL-50 (LF-50)	2022	Volvo	L90H	626150	LEGACY	3,205
WL-51 (LF-51)	2022	Volvo	L90H	626266	ESPERANZA	3,442
WL-52 (LF-52)	2022	Volvo	L90H	626308	SIMSBORO	3,261
WL-53! (LF-53)	2022	Volvo	L90H	626309	LEANDER FIRE	3,203
WL-54 (LF-54)	2022	Volvo	L90H	626313	BENTON	2,340
WL-55 (LF-55)	2022	Volvo	L90H	626310	SWEETWATER	3,094
WL-56 (LF-56)	2022	Volvo	L90H	626315	TRAVISSO	3,044
TRACK HOE	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
TH-5	2013	Cat	314D	SSZ00819	LEANDER FIRE	8,562
TH-6	2013	Volvo	EC140DL	210454	FREEDOM	10,622
TH-10 PFH	2019	Volvo	EC380E	311727	ESPERANZA	8,593
TH-11 PFH	2019	Volvo	EC380EL	311724	TRAVISSO	7,449
TH-12 PFH	2019	Volvo	EC380EL	311865	ELM CREEK	7,420
TH-15	2005	Volvo	EC460BLC	10955	MARBRIDGE LS	4,133
TH-16 PFH	2019	Volvo	EC380E	311760	MARBRIDGE LS	7,880
TH-24	2020	Volvo	EC220E	314233	ESPERANZA	5,152
TH-25!	2020	Volvo	EC220E	314206	LEANDER FIRE	5,450
TH-26	2020	Volvo	EC220E	314289	TESLA	5,076
TH-27	2020	Volvo	EC220E	314252	TRAVISSO	5,476
*TH-28 PFH	2000	Komatsu	PC-450LC-6X	K32052	SHOP / DOWN	14,382
TH-29	2020	Volvo	EC380E	314261	LEANDER FIRE	6,093
TH-35	2004	Cat	365B	DER00145	ESPERANZA	16,039
TH-37	2014	Cat	349FL	CAT0349FPHD00132	ESPERANZA	8,760
TH-38	2017	Cat	308E2CR	CAT0308ELFJX07195	STALLION	8,434
TH-39	2020	Volvo	EC380E	314269	SIMSBORO	5,266
TH-40!	2012	Cat	349EL	TFG0317	FREEDOM	12,981
*TH-41 PFH	2013	Volvo	EC340DL	210245	FREEDOM	12,850
TH-44	2017	Volvo	EC380E	311107	TESSERA LIFT STATION	7,195
TH-45 PFH	2014	Volvo	EC140DL	H00210774	SAN GABRIEL	9,593
*TH-47! PFH	2014	Volvo	EC340D	210448	BENTON	11,861

TH-48	PFH	2014	Volvo	EC340D	210458	LEGACY	11,805
TH-49		2020	Volvo	EC380E	314217	TESLA	4,490
TH-50	PFH	2020	Volvo	EC380E	314488	TESLA	4,288
TH-53		2019	Volvo	EC250E	314029	LAKELWAY HIGHLANDS	4,880
TH-55		2020	Volvo	EC220E	311008	MX AM CULTURAL CNTR	5,833
TH-59		2017	Volvo	EC350	310372	CANNON RANCH	7,390
TH-70		2019	Volvo	EC220E	310903	AIRPORT GATEWAY	5,470
TH-71		2017	Volvo	EC220E	310499	HUTTO BOOSTER STATION	4,392
TH-72	PFH2028	2022	Volvo	EC380E	314974	WHISPER VALLEY	2,728
TH-73	PFH	2022	Volvo	EC380E	314975	FREEDOM	3,709
TH-74	PFH	2022	Volvo	ECR235	314314	MARBRIDGE LS	2,298
TH-75	PFH	2022	Volvo	EC220EL	314726	TRAVISSO	2,809
TH-76	PFH	2022	Volvo	EC380EL	315052	MX AM CULTURAL CNTR	2,884
TH-77	PFH	2022	Volvo	EC220E	314824	BENTON	2,169
TH-78	PFH	2022	Volvo	EC220E	314803	AIRPORT GATEWAY	3,484
TH-79	PFH	2022	Volvo	EC380EL	315011	AIRPORT GATEWAY	3,617
TH-80	PFH	2022	Volvo	EC220EL	314806	FREEDOM	3,385
TH-81	PFH	2022	Volvo	EC380E	315042	FREEDOM	2,964
TH-82	PFH	2022	Volvo	EC380E	315028	AIRPORT GATEWAY	2,600
TH-83	PFH	2022	Volvo	EC220EL	314936	FREEDOM	2,963
TH-84	PFH	2022	Volvo	EC220EL	315006	ESPERANZA	1,933
TH-85	PFH	2022	Volvo	EC220E	315171	ESPERANZA	1,280
TH-86	PFH	2022	Volvo	EC380E	315288	BENTON OFF SITE	724
TH-87	PFH	2022	VOLVO	EC380E	315283	ESPERANZA	1,607
TH-88			VOLVO	EC380E	315299	SWEETWATER	2,190
TH-89		2022	VOLVO	EC220E	315257	SIMSBORO	1,886
TH-90		2022	VOLVO	EC220EL	315258	SWEETWATER	2,148
TH-91		2022	VOLVO	EC220E	315256	WHISPER VALLEY	1,286
TH-92		2022	VOLVO	EC220E	315255	WHISPER VALLEY	1,198
TH-93			AA	308CR SEX	0GG808757	LEGACY	761
TRACK LOADER		YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
TL-01		2017	Cat	963K	LBL00439	CANNON RANCH	10,428
TL-02		2021	Cat	963K	LBL01267	HOMESTEAD STORAGE TANK	4,882
MINI EX							
MX-01		2013	Hitachi	ZX50U-3	HCM1YB0H00277138	MX AM CULTURAL CNTR	9,024

MX-03	2018	Cat	305E2CR	CAT0305E2CR	LEANDER FIRE	981
MX-04	2020?	Volvo	ECR58D	VCE00C58T00210886	LAKEWAY HIGHLANDS PH.2	2,368
MX-05	2020	Volvo	EC3SD	14158	ALTA BLAKEY	2,845
MOTOR GRADER						
MG-01	2014	John Deere	772G	1DW772GPLDF65647	HOMESTEAD	14,012
MG-02	2014	John Deere	772G	1DW772GPPEF62633	FLORA TREATMENT PLANT	13,272
MG-03	2014	Cat	140M3	N9D00196	SPACE X	12,844
MG-06	2009	Cat	140M	MHB9D01529	LAKEWAY HIGHLANDS	16,865
MG-07	2015	Cat	140M3	0N9D00265	STALLION	12,197
MG-08	2007	Cat	14M VHP	B9J00195	SHOP	20,837
MG-09	2015	Cat	140M3	0N9D00422	FREEDOM	8,219
MG-10	2015	CAT	140M3	N9D00465	FREEDOM	6,511
MG-11	2018	CAT	140M3	N9D001015	STALLION	
TRENCH ROLLER						
CP-01	1999?	Wacker	RT560	716601025	SHOP / DOWN	1,201
CP-02	2012	Bomag	BMP8500	10172011 2394	SHOP / DOWN	743
CP-03	2016	Bomag	BMP8500	1.0172E+11	MAYFAIR	1,482
COMPACTION ROLLER						
	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
CR-01 SD 84"	2015	Bomag	BW211D-50	1.01585E+11	STALLION	5,489
CR-02 SD 84"	2016	Bomag	BW211D-50	1.01585E+11	HOMESTEAD	6,026
CR-03 SD 84"	2016	Bomag	BW211D-50	1.01585E+11	KEITH'S SHOP	5,972
CR-04 Pn 69"	2017	Volvo	PTR240	VCE0T240H04352012	FREEDOM	3,725
CR-05 SD 84"	2022	Volvo	SD115BD	236844	FREEDOM	1,596
CR-06 SD 84"	2022	Volvo	SD115BD	236932	STALLION	1,518
CR-07 PF 84"	2022	Volvo	SD115BF	236606	SPACE X	1,514
CR-08 SD 84"	1996	Ingersoll Rand	SD100D	147966	FLORA TREATMENT PLANT	1,551
CR-09 SD 84"		VOLVO	SD115BD	236963	BENTON	1,401
CR-10 SD 46"		VOLVO	DD15	270318	FREEDOM	337
CR-13 SF 65.9"	2007	Ingersoll Rand	SD77F	192640	ROMCO	2,147
CR-14 SF 84"	2012	Volvo	SD100F	226700	FLORA TREATMENT PLANT	4,031
CR-16 MSD 34.5"	2000	Wacker	RD11	CP388105558	ESPERANZA	335
CR-17 SD 84"	2012	Cat	CSS6B	L8H0356	FREEDOM	5,037
CR-18 Pn 69"	2012	Volvo	PT240R	325091	STALLION	4,787
CR-20 SD 84"	2016	Volvo	SD115B	236232	LAKEWAY HIGHLANDS PH.2	4,711
CR-23 MSD 46"	2017	Volvo	DD15	270233	SPACE X	1,564
CR-24 MSD 48"	2017	Volvo	DD15	270234	STALLION	1,546
CR-25 MSD 46"	2017	Bomag 120SL	BW120SL-5	8.6188E+11	LAKEWAY	850
CR-26 PF 84"	2015	Bomag	BW211PD-50	1.01584E+11	FREEDOM	4,062
CR-27 SF 84"	2021	Volvo	SD115B	VCES115BK0S236921	FREEDOM	1,223

CR-28 SD 84"	2019	Volvo	SD115B	VCE115BJ0S236533	ESPERANZA	1,694
ROCK SAWS		RK3-01P Teeth at River City	76863P-046-2 in stock			
TM-01	2016	TORO	TRX-20	316000199	SIMSBORO	685
TM-2A	2004	Case	960 Trencher	DFG0005118	SWEETWATER	926
TM-3A	2004	Case	960 Trencher	DFG0005138	SHOP	632
SKID STEER						
SK-5	2016	Cat	259D	0FTL10006	BENTON	8,040
SK-7	2014	Cat	289C	RTD00987	FREEDOM	6,231
SK-8	2019	Cat	289D	OTAW12423	ESPERANZA	6,557
SK-9	2019	Cat	289D	OTAW12604	SIMSBORO	5,174
SK-10!	2019	Cat	289D	OTAW12724	BENTON	6,619
SK-11	2019	Cat	289D	OTAW12725	STALLION	5,734
SK-12	2020	Cat	259D	0CW903265	ELM CREEK	3,711
SK-13	2020	Cat	259D	0CW906549	HOMESTEAD	3,391
SK-14	2020	Cat	259D	0CW906510	SPACE X	3,630
SK-15	2019	John Deere	333G	1T0333GKLF363708	THE RANCH	3,286
SK-22		AA	289D	JX915837	LEGACY	366
SK-23		AA	289D	JX915850	STALLION	333
SK-24		AA	289D	JX915240	ESPERANZA	319
SK-25		AA	289D	JX916545	LAKEMAN HIGHLANDS PH.2	553
SK-26		AA	289D	JX915237	ALTA BLAKEY	250
SK-27		AA	289D	JX915238	TRAVISSO	248
STREET BROOM	YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
BR-01	2013	Laymor	8HC	34584	SIMSBORO	1,526
BR-02!			CB95	335041	LEANDER FIRE	2,443
BR-03	2007	Laymor	8HC	29371-007	STALLION	2,443
WATER TRUCKS						
WT-01	2010	International	2000 gl	1HTMMAAN8AH267947	SWEETWATER	9,156
WT-02	2009	International	2000 gl	1HTMMAAN59H164206	SHOP / DOWN	11,462
WT-03	2007	International	2000 gl	1HTMMAANX7H392697	12831 DANIEL BOONE DR	5,691
WT-04	1997	Ford	F80	1FTXN80F9VVA44480	ESPERANZA	48,667
WT-05	2007	Ford	746	3FRWF75H47V448746	AIRPORT GATEWAY	19,393
WT-08	2015	International	2000 gl	1HTMMAAL1FH646357	ESPERANZA	8,655

WT-09		2012	International	2000 gl	1HTMMAAL3FH646358	WHISPER VALLEY	8,991
WT-10		2015	International	2000 gl	3HAMNAAL7CL044596	MARBRIDGE LS	8,139
WT-11		2004	Freightliner	2000 gl	1FVABTAL34DM75136	FREEDOM	50,795
WT-12		2013	International	2000 gl	1HTMMAAL1DH306641	BENTON	10,003
WT-15		2007	Ford 750 (commercial)	2000 gl	FRXF75E47V440768	FREEDOM	36,474
WT-16		2007	F750	2000 gl	3FRXF75E87V509428	TRAVISSO	488
WT-17		2007	Ford F-650	2000 gl	3FRNF65E37V511038	AIRPORT GATEWAY	45,850
WT-19		2003	Sterling	2000 gl	2FWBASAK43AL81703	FLORA TREATMENT PLANT	1,226
WT-20		2001	Sterling	2500 gl	2FWBAVAK51AH30126	MX AM CULTURAL CNTR	5,240
WT-22		2008	Ford F-750	2000 gl	3FRXF75E86V229085	SHOP	9,035
WT-23		2006	International	2000gl	1HTMMAAL76H263006	SPACE X	12,257
WT-24		2006	Freightliner	M2-106	1FVACXDD06HV82102	LAKEWAY HIGHLANDS	60,526
WT-25		2006	Freightliner	M2-106	1FVACXDD36HV82112	STALLION	8,096
WT-26		2006	Freightliner	M2-106	1FVACXDDX6HV82110	SWEETWATER	22,230
WT-27		2008	Ford F-650	2000 gl	3FRNF65A48V653462	SIMBBORO	19,924
WT-28		2008	Ford F-650	2000 gl	3FRNF65A88V647583	HOMESTEAD	14,898
WT-29		2013	International	2000 gl	1HTMMAAL9DH306631	ESPERANZA	9,220
WT-30		2017	Ford F750	2000 gl	1FDNF7DC6HDB02274	FREEDOM	7,006
WT-31		2017	Ford F750	2000 gl	1FDNF7DC4HDB06596	LEANDER FIRE	6,469
WT-33		2003	Sterling	2000 gl	2FZABYBS53AL03380	TESLA	5,193
WT-34		2003	Sterling Acterra	2000 gl	2FZABYBS93AL03382	SIMSBORO	19,806
WT-35		1997	Ford F800	2000 gl	1FDWF80C6VVA07395	SHOP	122,988
WT-36		2023	International	2000 gl	3HAEUMML0PL878218	FREEDOM	3,162
WT-37		2023	International	2000 gl	3HAEUMML2PL878219	STALLION	1,870
WT-38		2001	FRHT	2000 gl	1FV3GJAC1HH01742	SHOP	
DUMP TRUCK		YEAR	MAKE	MODEL	SERIAL/VIN	LOCATION	CURRENT HOURS / MILES
DT-1		2002	Mack	RD688S	IM2P267YX2M063816	SIMSBORO	22,334
DT-2		1995	GMC	WCA	4V1VDBME2NN648012	TRAVISSO	3,205
FARM TRACTOR							
FM-02		2004	New Holand	4D02B	HV109S9	HEADWATERS	237
Bull Dozer							
BD-01		2015	Komatsu	D65WX-17	2551	FLORA TREATMENT PLANT	13,043
BD-02		2015	Cat	D6K2XL	WMR00815	BENTON	9,225
BD-03		2017	CAT	D6NSL DOZER	NJN00158	SHOP	10,849

ARTICULATED TRUCK														
OT-01	2012	Volvo	A30F		82041	STALLION								12,416
OT-02!	2013	Volvo	A25F		80285	WHISPER VALLEY								10,218
OT-03	2013	Volvo	A40F		P00011718	HOMESTEAD								10,857
OT-04	2012	Volvo	A25F		C00080094	TESLA								10,631
OT-05	2016	Volvo	A25G		740345	FREEDOM								8,455
OT-06	2016	Volvo	A25G		740261	FLORA TREATMENT PLANT								9,282
OT-07	2022	Volvo	A25G		752333	BENTON								2,548
OT-08	2017	VOLVO	A25G		740353	TRAVISSO								10,660
OT-09	2015	VOLVO	A40G		340561	FREEDOM								11,400
MESSAGE BOARD														
MB-01 ABCD enter	2017	WANCO	WTLMB		5F12S1611H1000067	Shop / READY								
MB-03					5F12S161971001465	Shop/Broke								
MB-04					5F12S1615A1000045	CANNON RANCH								
MB-05	2014	WANCO			5F12S1611E1001683	TRD								
MB-06		Display Solutions			S010907	TRP/Broke								
SHAKER SCREEN														
SS-01	2020	MGL EXI	Screen		EX1045T	FREEDOM								4450
SS-02	2018	EXI	powerscreen		EXT1038T	FREEDOM								1,669
TOWABLE WATER PUMP														
TP-01	2017	Atlas Copco	PAS150		ITH0007773	WHISPER VALLEY								2,707
TP-02	2017	Atlas Copco	PAS150		ITH0008596	SIMSBORO								1,463
TOWABLE GENERATOR														
TG-01 56kw-59kw	2011	MQ POWER	DCA70US12C		8802018	SIMSBORO								25280
TG-02 56kw-59kw	2013	MQ POWER	DCA70SSJU4I		7305460	FREEDOM								9763
TOWABLE COMPRESSORS														
TC-01	1997	Sullair	185 DPQ JD		4123863	SHOP / DOWN								3,375
TC-02	2007	Sullair	185 DPQ JD		2.00704E+11	HOMESTEAD								472
TC-03!	2007	AtlasCopCo	XAS185JDHH		USA020665	SHOP / DOWN								565
TC-04!	2005	Sullair	175 DPQ JD		4151464	Shop								428
TC-05	2016	AtlasCopCo	XAS185KD7		4500A1014GR053369	SHOP								570
TC-06	2016	AtlasCopCo	XAS185KD7		4500A1010GR053370	FREEDOM								713
TC-07	2019	AtlasCopCo	XAS185KDU T4F		4500A1011KR058599	MAYFAIR								361
TC-08	2019	AtlasCopCo	XAS185KDU T4F		4500A1014KR058600	SPACE X								217

TC-09	2018	AtlasCopCo	XAS185	HOP058599	CANNON RANCH	379
TC-10	2018	AtlasCopCo	XAS185	4500A1019JR056968	FREEDOM	440
LIME MIXER						
LM-01	2010	CAT	RM500	0ASW00384	FREEDOM	5,552
LM-02		CAT	RM300	WR00614	FREEDOM	
MULE						
M-01	2021	Kawasaki	KAF820CMFNN	JKBAFSC11MB518587	SHOP	
BRUSH CUTTER						
BC-01	2018	CAT	BR172	TAB04654	SHOP	
BC-02				802	SHOP	
POWER SEEDER						
PS-01	2018	Erskin		HGA052357	HEADWATERS	
POWER RAKE						
PR-01	2020	PR72B	John Deere	TOPR72B90011	ESPERANZA	
SKID TRENCHER						
ST-01 3"			Erskine	1098663	LAKEWAY HIGHLANDS PH.2	
SKID POST DRIVER						
SPD-02	2022	EAR99	Ritchie Bros	PD680PZ22040801	Shop	
SKID TILLER					SHOP	
ST-01					SHOP	
SKID SHACKER					SHOP	
SSB-01					SHOP	
SKID AUGER					SHOP	
SA-01				1054932	SHOP	
SA-02		Alltec	HAI15		SHOP	
TREE SHEAR				801027	SHOP	
ANGEL BLADE					SHOP / READY	
SAB-01					SHOP / READY	
SKID FORKS						
SF-01		Cat		63SSFP070579	BIG SKY	
SF-02		Cat		65SSFP060165	SHOP	
SF-03		Blue Diamond		EAR99	RANCH	
SKID GRAPPLE						
SG-01					SHOP	
LIGHT TOWER					LOCATION	CURRENT HOURS / MILES
LT-01	2018	Atlas Copco	WUX910728	YA3029888HW910728	BENTON	905
LT-02	2016	Atlas Copco	WUX906378	YA3029888GW906378	SHOP	900

LT-03	2017	Atlas Copco	Highlight U4	906491	SHOP	1,629
LT-04	2017	Atlas Copco	Highlight U4	906489	SHOP	713
LT-05	2020	Atlas Copco	Highlight U4	906486	shop	939
LT-07	2020	Atlas Copco	WUX917330	YA3029886JW917330	SHOP	753
LT-08	2019	Atlas Copco	WUX920570	YA3029886KW920570	SHOP	1,098
LT-09	2018	Atlas Copco	WUX917490	YA3029886JW917490	SHOP / READY	705
LT-10			WUX917142	YA3029885JW917142	SHOP	198
PORTABLE WATER TOWER						
PWT-01	2016	Niece	12,000 gl	49320	MAYFAIR	
PWT-02	2014	Niece	12,000 gl	1N9T12015DK303025	FREEDOM	
PWT-03	2002	KPT-120	12000 gl	29652	STALLION	
PWT-04	2006	KPT-120	12,000 gl	38438	FREEDOM	
PWT-05	2010	MFG	12,000 gl	AL1542	STALLION	
HYDRO SEEDER						
HS-01	2018	Finn	T120GN"MR"43	1F9GS2129JF135127	Shop	1,904
SKID BROOM						
SB-01	2021	Mower King 72"	SSBM72	SSBM7221030802	SHOP	
RIDING MOWER						
RM-03	2013	Kubota 54"	Z724KH	8/26/1927	Shop	240
RM-04	2021	Turf Tiger 11 61" 31 HP Kaw	R0800927	SCGSTTII61V31DFI	WEDDING VENUE	1
TILLER						
RT-01		Cub Cadet	RT65		Shop	

Job #	Job Name	Location	PM	Superintendent	Owner	Engineer	Contract Price
24-014	Village Grove Ph.1	Wallace Mtn Dripping Spring, Texas	Byron Dupre	Gabino Sanchez	Dripping Springs Partners, LLC (Mathew Scrivener:615-405-0225)	Doucet & Associates, Inc. (Ryan Perry: 512-583-2600)	\$14,924,056.07
24-013	Northwest Booster Station	9809 Glenlake Dr. Austin, Texas 78730	Zac Vaughn	Alvino	City of Austin (Tiger Davis:512-972-2205)	CDM Smith Inc. (Alan Rhames:512-346-1100)	\$8,940,800.00
24-012	Riley's Point Public Improvements	Staples Rd and Old Bastrop Highway San Marcos, TX	Zac Vaughn	Gabino Sanchez	Woodfield Development, LLC (Adam Soto:214-625-2263)	Westwood Professional Services (Tate Braun: 972-235-3031)	\$4,921,474.70
24-011	SpaceX East Parking Lot	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fredy Cervantes	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$893,110.00
24-010	Wildridge	Intersection of US 290 & Wildridge Blvd, Dripping Springs, Texas	Zac Vaughn	Gabino Sanchez	Meritage Homes (Rob Archer: 855-588-6374)	Doucet & Associates (Richard Pham:512-583-2600)	\$27,771,118.59
24-009	Mayfair IH-35 Elec. & Fiber Crossing	IH-35 & Ransom Drive, New Braunfels, Texas	Heath Taylor	Jose Briones	Southstar at Mayfair, LLC (Jim Vater:512-865-5898)	Pape-Dawson (Jocelyn Perez: 830-632-5633)	\$501,192.50
24-008	Big Sky Drip Irrigation & WWTP	1000 Lone Peak Way Dripping Springs TX 78620	Heath Taylor	Lalo	Meritage Homes of Texas, LLC (Brando Hammann: 512-610-4800)	Doucet & Associates (Chris Reid: 512.583.2600)	\$3,627,472.25
24-007	Cedar Breaks & DB Woods LS	Georgetown, Texas	Blake Scrivener	Gabino Sanchez	City of Georgetown	CDM Smith Inc.	\$11,441,104.25
24-006	Hwy 281-7 Eleven Waterline	33889 US-281, Bulverde, TX 78163	Byron Dupre	Gabino/ Robbie	Texas Water Company	Langan Engineering & Environmental Services, Inc	\$271,961.00
24-005	Bell Tower	Azalea & S. 5th St. Temple, Texas	Jeff Markey	Roberto Cervantes	Pillar Income Asset Management	Pacheco Koch	\$1,400,000.00
24-004	Larkspur Ph 2	106 Groesbeck Ln, Leander, TX 78641	Heath Taylor	Joe Coppedge	TC/F 183, LP	KFM Engineering & Design	\$2,470,000.00
24-002	Meadowlark Ph 1&2	Pflugerville Way, Pflugerville, Texas	John Graham	Joe Coppedge	Meadowlark Preserve LLC	Pape-Dawson Engineers, Inc. (Dustin Goss: 512-454-8711)	\$16,831,150.50
24-001	Hoover Drive	187 Hoover Drive Kyle, Texas 78640	Byron Dupre	Joe Duarte	Kyle 150, LP (Clark Wilson: 832-256-9669)	Atwell	\$422,880.00
23-059	Gregg Manor	Gregg Manor Rd Manor, Texas	John Graham	Joe Coppedge	City of Manor	George Butler Associates, Inc (Pauline Gray: 737-247-7557)	\$4,479,997.50
23-057	RM 2243	RM 2243 Leander, Texas	Heath Taylor	Roberto Cervantes	City of Leander (Issac Turner:512-528-2700)	George Butler Associates, Inc	\$6,967,478.75
23-056	ZT Systems	1809 Titan Drive, Georgetown, TX 78628	Heath Taylor	Fermin Molina	ZT Systems (Tony Colona:732-856-0480)	Salas O'Brien Engineering	\$414,136.56
23-055	Easton Park Drys	Hillcock Terrace/Finial Dr. Austin, Texas	John Graham/Blake	Jose Briones	Easton Park Build to Rent, LLC	Carlson, Brigance & Doering, Inc	\$192,167.00
23-054	Freedom Ph.3	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Joe Duarte	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell (Mark Sabella: 512-904-0505)	\$7,661,173.70
23-053	Cannon Ranch Ph.2	Rob Shelton Blvd and US 290 Dripping Springs, Texas	Tommy McDougal	Joe Duarte	Ashton Woods Homes (Steven Pierce:512-615-6409)	Doucet & Associates, Inc (Jacob Harris:512-583-2600)	\$3,929,986.25
23-052	Braker Offsite	Braker Valley Austin, Texas	Jeff Markey	Tito Guerrero	RR Braker Valley LP	BGE, Inc (Chris Rawls:512-879-0400)	\$5,222,562.20
23-051	Lisso Ph.3	1404 Carvin Wv, Pflugerville, TX 78660	Tommy McDougal	Roberto Cervantes	Taylor Morrison of Texas, Inc (Walter Duke:512-688-9504)	Kimley-Horn: (Alex Granados:512-782-0602)	\$5,431,110.85
23-050	Addie's Point	Staples Rd and Old Bastrop Highway San Marcos, TX	Zac Vaughn	Gabino Sanchez	Woodfield Development, LLC (Adam Soto:214-625-2263)	Pacheco Koch (Tate Braun:972-235-3031)	\$3,444,338.00
23-049	Freedom Drys	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Jose Briones	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell, LLC (Mark Sabella: 512-904-0505)	\$1,987,016.50
23-048	Benton Nolina	Ronald Reagan Blvd, Georgetown, Texas	Blake Scrivener	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn:512-418-1771)	\$11,672,335.70
23-047	Gatehouse Lift Station	FM 1102, Comal Co. New Braunfels, Texas	Heath Taylor	Gabino Sanchez	Lennar Homes (Richard Mott:210-393-8095)	Integrated Water Services, Inc.	\$1,121,500.00
23-046	Airport Gateway South	3335 Caseybridge Ct Austin, TX 78741	Zac Vaughn	Trinidad Arriaga	Richman Group (Will Cureton:972.672.2300)	Consort (Enrique Sema:512-469-0500)	\$2,317,367.00
23-044	SpaceX East Parking Lot	858 FM 1209 Bastrop, Texas 78602	Zac Vaughn	Fermin Molina	Space Exploration Technologies (Lyman Lam:310-682-2805)	SpaceX (AB Ozdil:512-590-0447)	\$1,289,227.00
23-042	Liberty Hill CR 260 & CR 266	CR 266 & 260 Liberty Hill, Texas 78642	Heath Taylor	Roberto Cervantes	City of Liberty Hill	Steger & Bizzell Engineering	\$5,331,480.50
23-041	Esperanza 3D	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Cude Engineers (W. Patick Murphy:210-681-2951)	\$11,821,679.00

23-040	Esperanza 3C	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Cude Engineers (W. Patrick Murphy:210-681-2951)	\$4,772,206.66
23-039	Esperanza 2H & Ponds	Esperanza Blvd Boerne, Texas 78006	Byron Dupre	Robbie Martinez	Lookout Development Group, L.P. (Mike Siefert:512-260-2066)	Kimley-Horn (Michael Scholze:210-541-9166)	\$5,120,302.70
23-038	Leander Downtown Fire Improvement	Hero Way & Broade Street, West Dr. & Bagdad St. Leander, Texas 78641	Tommy McDougal	Trinidad Arriaga	City of Leander	Walker Partners, LLC (S. Jared Niermann:512-382-0021)	\$1,971,291.50
23-037	Chamonix 2 Ph.3 Drys	2450 Wickersham Ln, Austin, TX 78741	Jeff Markey	Joes Briones	Chamonix Owners Association Inc (Cadence Development: 512-301-8888)	LJA Engineering, Inc (S. Danny Miller:512-439-4700)	\$162,169.00
23-036	Belle Oaks Booster Station	691 Butler Oaks, Bulverde, TX 78163	Byron Dupre	Robbie Martinez	SJWTX dba Canyon Lake Water Service (Thomas Hodge:830-743-1369)	Matkin Hoover Engineering & Surveying (Kenneth Kolaeny:830-249-0600)	\$2,471,900.00
23-035	Mexican American Cultural Center	600 River St, Austin, TX 78701	Jeff Markey/Zac	Roberto Cervantes	City of Austin	MWM Design Group, Inc	\$669,958.40
23-034	Whisper Valley Easter WW Line	7537 1/2 Taylor Ln, Manor, TX 78653	Byron Dupre	Trinidad Arriaga	Club Deal 120 Whisper Valley LP, % of Taurus of Texas GP LLC (Adam Moore:817-788-1000)	LandDev Consulting, LLC (Michael A. Giannetta: 512-872-6696)	\$2,533,750.85
23-031	Travisso Amenity Center	FM 1431 and East of RM 2243 Leander, Texas	Heath Taylor	Fermin Molina	Travisso, Ltd	Pape-Dawson Engineers, Inc	\$727,143.00
23-030	Northgate WWTP	3201 Co Rd 214, Liberty Hill, TX 78642	Zac Vaughn	Tito Guerrero	North San Gabriel Municipal Utility District No.1	Steger Bizzell	\$10,771,081.00
23-029	Emma Office Park 2.0	3219 Manor Road Austin, Texas 78723	Zac Vaughn	Tito Guerrero	3219 Manor MU, LTD	Cumby Construction, LLC	\$117,816.00
23-027	Marbridge LS	2310 Bliss Spillar Rd, Manchaca, TX 78652	Alfonso Zepeda	Trinidad Arriaga	Marbridge Foundation (James Stacey: 512-282-1144)	Associated Consulting Engineers, Inc (Mike Russ: 512-329-0006)	\$1,109,904.00
23-025	Chamonix Ph 3	2450 Wickersham Ln, Austin, TX 78741	Jeff Markey	Trinidad Arriaga	Chamonix Owners Association Inc (Cadence Development: 512-301-8888)	LJA Engineering, Inc. (S. Danny Miller: 512-439-4700)	\$375,795.00
23-024	Stallion Run Unit 3	City of Mustang Ridge, Old Lockhart Hwy Travis Co., Texas 78610	Tommy McDougal	Gabino Sanchez	Century Land Holdings II, LLC	Cude Engineers (Jose Lozano: 210-681-2951)	\$5,326,151.38
23-022	Freedom Ph 1A &2	Anthem Subdivision, Hays Co., Kyle Texas	Byron Dupre	Joe Duarte	LS-Anthem, LLC (Greg Balen: 310-678-7324)	Atwell, LLC (Mark Sabella: 512-904-0505)	\$17,877,148.45
23-021	Alta Blakey	FM 969 & Blakey Lane Bastrop, Texas 78602	Zac Vaughn	Joe Coppedge	PRC 01 Bastrop, LLC (Ray Wilgeroth: 815-815-9909)	Kimley-Horn (Benjamin Green: 512-646-2237)	\$742,855.88
23-020	Homestead City Park	Green Valley Rd & FM 1103 Schertz, TX	Tommy McDougal	Robbie Martinez	ILF N-T OWNER, LP (Matt Matthews:512-265-5301)	Malone-Wheeler (Jesse Malone:512-899-0601)	\$586,842.50
23-018	Simsboro	265 Sayers Road Bastrop, Texas 78602	Blake Scrivener	Cody Isehy	City of Bastrop (512-332-8812)	Freese & Nichols (512-617-3100)	\$17,563,208.00
23-017	Travisso Ph 3 Sec 10	Travisso, Florentine Road, Leander, Travis County, Texas	Heath Taylor	Fermin Molina	Toll Austin Tx II, LLC (412-780-2312)	Pape-Dawson Engineers, Inc (Mike Fisher:512-454-8711)	\$8,151,167.56
23-015	KED Plasma	10807 N. IH 35 SVRD NB Austin, Texas 78753	Byron Dupre	Fermin Molina	Stough Development Corporation (513-842-0240)	Civiltude, LLC (512-761-6161)	\$314,910.00
23-014	Lakeway Highlands	N/A	John Graham	Fermin Molina	RH LAKEWAY DEVELOPMENT, LTD	CBD (Charles Brgance:512-280-5160)	\$3,677,509.15
23-013	Caraway Round Rock ISD	11104 Oak View Dr Austin, TX 78759	John Graham	Roberto Cervantes	RRISD	Corgan	\$374,798.00
23-010	San Gabriel Elevated Storage Tank	Leander, Williamson County, Texas	Nathan Porter	Ricky Luna	City of Leander (Russell Alabastro:512-528-2713)	K Friese and Associates (Dale P. Murphy:512-528-2721)	\$8,281,007.50
23-009	Howard Lane GMP	2908 E. Howard Lane Manor, Texas 78653	Byron Dupre	Trinidad Arriaga	Howard Apartments, LLC (832-922-9457)	Kimley Horn (512-646-2237)	\$2,393,233.00
23-007	Airport Gateway	3335 Caseybridge Ct, Austin, TX	Jeff Markey	Roberto Cervantes	Richman Group (Will Cureton:972.672.2300)	Consort, Inc (Enrique Serna: 512-469-0500)	\$3,870,966:50
23-005	Sweetwater Hilltop	Caprock Summit Drive, Bee Caves, TX	John Graham	Joe Duarte	BB Living, Inc. and Toll Brothers JV	CBD (Charles Brgance:512-280-5160)	\$5,543,383.62
23-004	Lakeside @ Tessera Lift Station	Tessera Parkway Lago Vista, Texas	John Graham	Ricky Luna	City of Lago Vista	Langan Engineering & Environmental Services, Inc	\$2,027,320.00
23-003	Hutto Booster Station	City of Hutto	John Graham	Ricky Luna	City of Hutto	DCS Engineering, LLC (Jessica Simpson:512-614-6171)	\$9,481,121.50

22-031	Esperanza 2G	601 Esperanza Blvd. Boerne, Texas 78006	Heath Taylor	Fermin Molina	Kendall County Water Control and Improvement District No. 2A	Kimley-horn (210-541-9166)	\$11,873,165.00
22-028	Benton Offsite Force Main	Ronald Reagan Blvd. Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$2,471,743.00
22-027	Benton Lift Station	Ronald Reagan Blvd. Georgetown, Texas	Josh Bollich	Fermin Molina	3 B&J Municipal Utility District (512-518-2424)	Kimley-Horn (Trevor Renn: 512-418-1771)	\$3,971,352.51
22-022	Shelby Ranch	2210 & 2212 Lynnbrook Dr. Austin, Texas	Byron Dupre	Trinidad Arriaga	Low Routon/Deborah Bates (Josh Delk: 832-408-4063)	Civil & Environmental Consultants, Inc (Chad Kimbell: 512-439-0400)	\$1,420,042.00
22-020	Legacy Square Apartments	2519 Redwood Rd. San Marcos, TX 78666	Brad Vonderheid	Robbie Martinez	Herman & Kittle Properties, Inc (317-846-3111)	Cude Engineers (512-260-9100)	\$2,498,750.00
22-018	Pearson Ranch	7501 Pearson Ranch Road Austin, Texas 78717	Byron Dupre	Fermin Molina	CWS Pearson Ranch MF LP (Jarrett Sullivan: 512-732-8338)	WGI (Rachel Enns: 512-669-5560)	\$3,246,038.00
22-014	Elm Creek	N/A	Josh Bollich	Nathan Porter	Lennar Homes of Texas Land & Construction, Ltd. (Charlie Coleman: 512-506-4000)	BGE, INC (512-879-0400)	\$1,166,810.00
22-006	Spencer Ranch	N/A	Jason Horne	Robbie Martinez	SJWTX Or Canyon Lake Water Service (Michelle Clifton: 830-312-4562)	Matkin Hoover (Josh Valenta: 361-362-4222)	\$3,574,191.26
22-001	Colorfield	1006 Baylor Street, Austin, Texas 78703	Josh Bollich	Tito Guerrero	Cumby Construction (Bryan Cumby: 512-296-2535)	Jones Carter Inc. (William A.C. McShan: 512-441-9493)	\$1,246,065.77
21-028	Switch Round Rock	1 Dell Way Round Rock, TX 78664	Heath Taylor	Joe Guerrero	Switch	Bohler (Federico Olivares: 469-458-7300)	\$21,596,371.80
21-014	Entrada Phase 5	Crystal Bend Dr & Immanuel Rd. Pflugerville, TX	Josh Bollich	Trinidad Arriaga	Lennar Homes of Texas Land & Construction, LTD (Kevin Pape: 512-531-1375)	Carlson, Brigrance & Doering, Inc (Brendan McEntee: 512-280-5160)	\$7,498,109.32

ID	Task Name	Duration	Start	Finish	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep																														
					29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21
1	TOTAL PROJECT SCHEDULE:	240 days	Mon 1/13/25	Tue 9/9/25																																							
2	Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields (150)	180 days	Mon 1/13/25	Fri 7/11/25																																							
3	NTP, SUBMITTALS, ACQUIRING MATERIAL	15 days	Mon 1/13/25	Mon 1/27/25																																							
4	Erosion Controls	4 days	Tue 1/21/25	Fri 1/24/25																																							
5	Mobilization	7 days	Sat 1/25/25	Fri 1/31/25																																							
6	Clearing/Site Preparation	30 days	Sat 2/1/25	Sun 3/2/25																																							
7	Install Drip Irrigation System	100 days	Sat 2/15/25	Sun 5/25/25																																							
8	Revegetation	10 days	Mon 5/26/25	Wed 6/4/25																																							
9	Cleanup	7 days	Thu 6/5/25	Wed 6/11/25																																							
10	Substantial Completion of Drip Irrigation System (150 DAYS)	0 days	Wed 6/11/25	Wed 6/11/25																																							
11	Punchlist of Drip Irrigation	30 days	Thu 6/12/25	Fri 7/11/25																																							
12	Final Completion of Drip Irrigation System (180 Days)	0 days	Fri 7/11/25	Fri 7/11/25																																							
13	Bolted Ground Storage Tank (210-240)	240 days	Mon 1/13/25	Tue 9/9/25																																							
14	Tank Submittals (From Supplier)	14 days	Mon 1/13/25	Sun 1/26/25																																							
15	Tank Submittals (Engineering Review)	14 days	Mon 1/27/25	Sun 2/9/25																																							
16	Bolted Ground Tank	175 days	Mon 2/10/25	Sun 8/3/25																																							
17	Tank Testing	7 days	Mon 8/4/25	Sun 8/10/25																																							
18	Tank Substantial Completion (210 days)	0 days	Sun 8/10/25	Sun 8/10/25																																							
19	Punchlist of Tank	30 days	Mon 8/11/25	Tue 9/9/25																																							
20	Final Completion of Tank (240 days)	0 days	Tue 9/9/25	Tue 9/9/25																																							

Arrowhead Subdivision Ph3 12/12/2024	Task		External Tasks		Manual Task		Finish-only		Manual Progress
	Split		External Milestone		Duration-only		Deadline		
	Milestone		Inactive Task		Manual Summary Rollup		Critical		
	Summary		Inactive Milestone		Manual Summary		Critical Split		
	Project Summary		Inactive Summary		Start-only		Progress		

Approval of the tank submittals is essential. We expect to have them approved within 14 days. If this timeline is not met, the tank schedule will be delayed due to the extended lead times.

Arrowhead Subdivision Phase 3 Subsurface Drip Irrigation Fields

Bid Tabulation 12/12/2024

1.0 General

ITEM	DESCRIPTION	Unit	Quantity	C.C Carlton Industries, LTD	
				Unit Cost	Subtotal
1	Mobilization/Demobilization	LS	1	\$ 115,600.00	\$ 115,600.00
2	Site Preparation/Clearing	LS	1	\$ 614,200.00	\$ 614,200.00
3	Construction Entrance	EA	1	\$ 3,000.00	\$ 3,000.00
4	Silt Fence/ J Hook	LF	2,822	\$ 6.00	\$ 16,932.00
5	Transport/ Import Material ¹	CY	5,200	\$ 19.50	\$ 101,400.00
6	Soil Screening ¹	CY	7,242	\$ 8.25	\$ 59,746.50
7	Silt Fence at Ranch Park ²	LF	800	\$ 6.00	\$ 4,800.00
8	Construction Entrance at Ranch Park ²	EA	1	\$ 3,000.00	\$ 3,000.00
9	Onsite Soil Spreading & Mixing	CY	6,033	\$ 5.00	\$ 30,165.00
10	Revegetation	AC	7.3	\$ 5,250.00	\$ 38,325.00
11	Erosion Control	AC	7.3	\$ 1,950.00	\$ 14,235.00
SUBTOTAL - General					\$ 1,001,403.50

2.0 Subsurface Drip Irrigation System

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	4" SDR 21 Return Main	LF	2,213	37	\$ 81,881.00
2	6" SDR 21 Supply Main	LF	1,662	42	\$ 69,804.00
3	Zone 3-1 ³	LS	1	\$ 69,500.00	\$ 69,500.00
4	Zone 3-2 ³	LS	1	\$ 60,000.00	\$ 60,000.00
5	Zone 3-3 ³	LS	1	\$ 60,000.00	\$ 60,000.00
6	Zone 3-4 ³	LS	1	\$ 59,000.00	\$ 59,000.00
7	Zone 3-5 ³	LS	1	\$ 62,500.00	\$ 62,500.00
8	Zone 3-6 ³	LS	1	\$ 62,500.00	\$ 62,500.00
9	Zone 3-7 ³	LS	1	\$ 62,500.00	\$ 62,500.00
10	Zone 3-8 ³	LS	1	\$ 62,000.00	\$ 62,000.00
11	Zone 3-9 ³	LS	1	\$ 58,500.00	\$ 58,500.00
12	24"x24"x8" Stainless Steel Junction Box with 100 conductor terminal block	EA	2	\$ 3,200.00	\$ 6,400.00
13	Reprogramming controls to add new zones & Drip Skid Upgrades ⁴ (by JNM Technologies, Inc.)	LS	1	\$ 27,225.00	\$ 27,225.00
SUBTOTAL - Subsurface Drip Irrigation System					\$ 741,810.00

3.0 Effluent Storage Tank

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	250,250 Gallon Effluent Bolted Steel Storage Tank ⁵	LS	1	\$ 388,400.00	\$ 388,400.00
2	Tank Foundation	LS	1	\$ 29,150.00	\$ 29,150.00
3	Tank Yard Piping	LS	1	\$ 30,350.00	\$ 30,350.00
SUBTOTAL - Effluent Storage Tank					\$ 447,900.00

SUMMARY - CONSTRUCTION

	DESCRIPTION	TOTAL COST
1.0	SUBTOTAL - General	\$ 1,001,403.50
2.0	SUBTOTAL - Subsurface Drip Irrigation System	\$ 741,810.00
3.0	SUBTOTAL - Effluent Storage Tank	\$ 447,900.00
TOTAL BASE BID		\$ 2,191,113.50

Optional Bid Items

ITEM	DESCRIPTION	Unit	Quantity	Unit Cost	Subtotal
1	Haul Off Screen Material & Revegetation (Ranch Park)	LS	1	\$ 29,110.00	\$ 29,110.00
SUBTOTAL - Optional Bid Items					\$ 29,110.00

NOTES

- 1 Material is located at Dripping Springs Ranch Park. Contractor will be responsible for screening material and removal of material left over from the screening process.
- 2 Quantities are approximate, contractor shall provide site fence and construction entrance at Ranch Park. Include cost in applicable bid items 1.8 and 1.9.
- 3 Cost should include moisture sensors in each zone, pipe, tubing, wiring, & valves.
- 4 Reprogramming of controls and any required skid improvements shall be conducted by JNM Technologies, Inc.
- 5 Will include tank fabrication, exterior coating of tank & accessories, liquid level controller, and fittings.
- 6 There is an existing chain link fence at Ranch Park that shall remain in place. Any damage to the fence shall be repaired by the contractor's sole expense.

Bill Number	CODS Position	Category	Description	TML Summary
			Bill Positions	Number
			Bills Supported by City	46
			Bills Opposed by City	116
			Bills being Watched (or needing further review)	377
HB1028	Support	Open Government	Relating to certain political subdivisions publishing required notices by alternative media.	would, among other things, provide that for cities with a population of 75,000 or less and in which there is no newspaper of general circulation: (1) the city may satisfy a requirement to provide notice by publication in a newspaper by publishing the notice: (a) using the following forms of alternative media: (i) social media; (ii) free newspapers; (iii) a homeowners' association newsletter or magazine; (iv) utility bills; (v) direct mailings; or (vi) a print or digital newsletter; and (b) for a continuous period of not less than two weeks in a prominent location on an internet website maintained by the city that meets certain search requirements and does not require user registration or payment for access; (2) before providing notice by an alternative method, the city must hold a public meeting about the notice method; and (3) a city providing notice using alternative media must submit notice to the attorney general describing the alternative notice method that includes: (a) a list of the other laws requiring notice by newspaper publication for which notice published under this section is an alternative; (b) a description of the alternative media used for the notice; and (c) a link to the Internet website maintained by the city where the public notice will be posted.
HB1080	Support	Other Finance and Administration	Relating to the publication of required notice by a political subdivision by alternative media.	would: (1) allow a political subdivision to satisfy any law that requires notice to be published in a newspaper by publishing the notice in the following locations: (a) social media, free newspapers, school newspapers, a homeowners' association newsletter or magazine, utility bills, direct mailings, or any other form of media authorized by the comptroller; and (b) the internet websites maintained by the political subdivision and the comptroller; (2) provide that before providing notice under (1), above, a political subdivision must hold a public meeting about the alternative notice under (1)(a), above, and demonstrate that the circulation will be greater than the circulation of the newspaper with the greatest circulation in the political subdivision; (3) authorize the comptroller to grant a city's request for a waiver from publishing notice in accordance with (1)(b), above, if the city provides sufficient proof that Internet access is limited in the city, and if the comptroller grants the waiver, the city must provide additional notice on a public agenda board within the city; (4) require a city using alternative media described in (1)(a), above, to submit notice to the comptroller describing the alternative notice method in (1)(a), above, and certain other information; (5) authorize the comptroller to require a political subdivision to provide notice in a newspaper if the comptroller determines that the means under (1)(a), above, do not have greater circulation than a newspaper with the greatest circulation in the political subdivision; and (6) require the comptroller to prepare a report identifying and comparing the effectiveness of different methods of notice publication used by political subdivisions and provide the report to the governor, lieutenant governor, and the speaker of the house.
HB1183	Support	Land Use	Relating to county and municipal authority to prohibit the operation of e-cigarette retailers near primary or secondary schools.	would provide that: (1) a governing body of a city may adopt an ordinance applicable within the city prohibiting an e-cigarette retailer from operating within: (a) 300 feet of a public or private primary or secondary school campus; (b) 1,000 feet of a public primary or secondary school campus on request of the school district board of trustees for the campus; or (c) 1,000 feet of a private primary or secondary school campus on request of the governing body of the school; (2) the board of trustees of a school district or governing body of a private school may request the governing body of a city to adopt a prohibition described in (1)(b) or (1)(c), above, for a district or school campus within the described area in (1), above; and (3) a city ordinance adopted in (1), above, does not apply to an e-cigarette retailer whose gross receipts from the sale of e-cigarettes is less than 50 percent of the retailer's total gross receipts at the retailer's premises within an area described in (1), above.
HB1198	Support	Other Finance and Administration	Relating to consideration of the location of a bidder's principal place of business in certain municipal contracts.	would provide that in purchasing any real property, personal property that is not affixed to real property, or services, if a city receives one or more competitive sealed bids from a bidder whose principal place of business is in the city and whose bid is within five percent of the lowest bid price received by the city from a bidder who is not a resident of the city, the city may enter into a contract for construction services or other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the city if the governing body of the city determines, in writing, that the local bidder offers the city the best combination of contract price and additional economic development opportunities for the city created by the contract award, including the employment of residents of the city and increased tax revenues to the city.
HB1245	Support	Utilities and Environment	Relating to a prohibition on the use of water on nonresidential property to irrigate nonfunctional turf during a drought.	would: (1) require wholesale and retail public water suppliers' and irrigation districts' drought contingency plans to prohibit the use of water on nonresidential property to irrigate nonfunctional turf during periods of water shortages and drought; and (2) include methods for enforcing compliance with the prohibition.

Bill Number	CODS Position	Category	Description	TML Summary
HB1261	Support	Public Safety and Emergency Management	Relating to the disposition of abandoned or unclaimed property seized by a peace officer.	would, among other things, provide that: (1) for purposes of any unclaimed or abandoned personal property, a person designated by the city to dispose of the property may, instead of sending a notice to the last known address of the owner of the property by certified mail, place a one-time notice on the internet website and social networking website of the law enforcement agency that seized the property; and (2) the notice described in (1), above, shall state that if the owner does not claim the property before the 90th day after the date of the notice, the property shall be disposed of, and the proceeds placed in the city treasury.
HB1344	Support	Utilities and Environment	Relating to prioritization of requests for financial assistance from certain funds administered by the Texas Water Development Board.	would provide that, in providing financial assistance from any revolving fund for financial assistance for water pollution control, the Texas Water Development Board shall, to the extent permissible under federal law, give priority to a request for financial assistance from a city located not more than 50 miles from an area of high growth.
HB1360	Support	Land Use	Relating to certain regulations adopted by governmental entities for the construction or alteration of residential or commercial buildings.	would, among other things, provide for additional exemptions to the current building materials preemption related to: (1) an energy code adopted by the State Energy Conservation Office for building energy efficiency performance standards; (2) an energy and water conservation design standards established by the State Energy Conservation Office; and (3) a high-performance building standards approved by a board of regents relating to the construction of a building, structure, or other facility owned by an institution of higher education.
HB1407	Support	Utilities and Environment	Relating to public utility agencies; providing authority to issue bonds; providing authority to impose assessments.	would, among other things: (1) add a water supply or sewer service corporation to the definition of "public entity" for the purposes of state law that allows two or more public entities that have the authority to engage in the collection, transportation, treatment, or disposal of sewage or the conservation, storage, transportation, treatment, or distribution of water to join together as cotenants or co-owners to plan, finance, acquire, construct, own, operate, or maintain water or sewer facilities; (2) provide that each participating public entity may: (a) make an acquisition of property and easements for a facility through a purchase from a public or private entity; and (b) for the use and benefit of each participating public entity, acquire by purchase a public utility, other than an affected county; (3) provide that a public utility agency includes a retail public utility as defined in state law; (4) provide that a participating public entity may withdraw from a public utility agency by providing an ordinance or resolution of the governing body of the participating public entity to the agency not later than the 180th day before the proposed date of withdrawal; (5) provide that the Public Utility Commission (PUC) has appellate jurisdiction over the rates and charges of a public utility agency in the manner provided by state law; and (6) provide that ratepayers of a public utility agency may appeal the decision of the agency affecting their water, drainage or sewer rates to the PUC.
HB1424	Support	Utilities and Environment	Relating to the structuring of water rates by retail public utilities to promote water conservation; authorizing a fee.	would, among other things, provide that the governing body of a city may by ordinance: (1) structure the city's rates for water service in a manner that promotes water conservation by all of the city's water customers so that customers in a class who consume greater amounts of water pay a higher rate per unit volume than customers in a class who consume lesser amounts of water; and (2) establish an excessive use fee for water customers whose water usage is greater than the water usage of a percentage of the city's other customers.
HB1435	Support	Open Government	Relating to an expedited response by a governmental body to a request for public information.	

Bill Number	CODS Position	Category	Description	TML Summary
HB1452	Support	Community and Economic Development	Relating to the promotion of film and television production in this state, including the eligibility of film or television productions for funding under the major events reimbursement program, the creation of a film events trust fund and a film production tax rebate trust fund, the establishment of virtual film production institutes, and the designation of media production development zones.	would, among other things: (1) create the film events trust fund and a film production tax rebate trust fund; (2) add a film or television production to the major events reimbursement program; (3) provide that a city may submit a request for funding for a film event to the Texas Economic Development and Tourism Office (the office); (4) provide that an endorsing city that requests funding for a film event shall submit the city's hotel occupancy tax revenue determined to be directly attributable to the film event less any amount of the revenue the city determines is necessary to meet the obligations of the city; (5) provide that the comptroller shall place an endorsing city's sales and use tax revenue and alcoholic beverage tax attributable to the film event in the film event trust fund; (6) provide that the office may disburse money from the film events trust fund for a purpose for which an endorsing entity, including a city, or the state is obligated under an event support contract, including any obligation to pay costs incurred in preparing, producing, performing, or presenting the film event; and (7) provide that on payment of all municipal, county, or state obligations under an event support contract related to the location of a film event in Texas, the office shall remit to each endorsing entity, in proportion to the amount contributed by the entity, any money remaining in the film events trust fund.
HB1576	Support	Public Safety and Emergency Management		would, among other things: (1) require the commissioner of insurance to establish the hurricane and windstorm loss prevention grant program to provide grants to retrofit eligible single-family residential property to resist hurricane and windstorm losses; (2) require the recipient of a grant under the bill to secure all required local permits and inspections for a retrofitting project to be performed using the grant and ensure that the project is performed in accordance with local building codes; and (3) provide that the Department of Insurance or a political subdivision in which property for which a grant is awarded is located may inspect the property at any time during the progress of or following completion of the retrofitting project for compliance with laws applicable to the project.
HB1624	Support	Transportation	Relating to the authority of a local authority to install a temporary traffic-control device on certain highways.	would allow cities to temporarily place a traffic-control device in a highway under the jurisdiction of the Texas Department of Transportation (TxDOT) without TxDOT's permission if: (1) an existing traffic-control device becomes inoperable; (2) the city notifies TxDOT of the placement of the temporary traffic-control device; and (3) the city removes the temporary traffic-control device as soon as practicable after the existing traffic-control device becomes operation again.
HB1688	Support	Property Tax	Relating to a local option exemption from ad valorem taxation of all or part of the appraised value of the residence homesteads of certain peace officers.	would provide a local option property tax exemption of all or part of the appraised value of the residence homestead of an eligible peace officer. (See H.J.R. 106, below.)
HB1893	Support	Open Government	Relating to the disclosure under the public information law of a motor vehicle license plate number captured in a video recording obtained or maintained by a law enforcement agency.	would provide that: (1) the license plate number of a motor vehicle captured visually or audibly in a video recording obtained or maintained by a law enforcement agency is not confidential and may be included in a video recording disclosed under the Public Information Act (PIA); (2) the provision in (1), above, does not preclude a law enforcement agency from asserting other exceptions to disclosure of information under the PIA; and (3) a law enforcement agency may release a video recording obtained or maintained by the law enforcement agency that includes the license plate number of a motor vehicle captured visually or audibly in the video in response to a request for public information under the PIA, and the agency is not required to redact any license plate numbers before releasing the video.
HB1901	Support	Land Use	Relating to the release of certain areas from a municipality's extraterritorial jurisdiction by petition or election.	would exempt the following areas of a city's extraterritorial jurisdiction from release by petition or election: (1) areas located within: (a) one-quarter mile of the corporate boundaries of a city with a population of less than 5,000; (b) one-half mile of the corporate boundaries of a city with a population of 5,000 to 24,999; (c) one mile of the corporate boundaries of a city with a population of 25,000 to 49,999; (d) 1-1/2 miles of the corporate boundaries of a city with a population of 50,000 to 99,999; or (e) 2-1/2 miles of the corporate boundaries of a city with a population of 100,000 or more; and (2) an area identified in a city's long-range master plan for land use, water infrastructure, wastewater infrastructure, or roadways.

Bill Number	CODS Position	Category	Description	TML Summary
HB1910	Support	Public Safety and Emergency Management	Relating to the authority of a political subdivision to regulate panhandling on public property; creating a criminal offense.	would, among other things: (1) require a city with a population over 100,000 to adopt and enforce an ordinance requiring a permit to panhandle on public property within the city's jurisdiction; (2) allow cities with a population under 100,000, or other political subdivisions, to adopt and enforce an ordinance described in Number 1, above; (3) require that any ordinance adopted and enforced under Numbers 1 and 2, above: (a) require a person to obtain a panhandling permit before panhandling on public property; (b) may not require a fee to issue the permit; (c) may impose reasonable time, place, and manner restrictions on panhandling on public property; (d) may restrict the number of people allowed to panhandle in a specific location at a given time; and (e) must provide that a permit may not be issued until at least 24 hours after the time an individual submits a permit application, or a longer period if the political subdivision determines that a longer time is necessary for public safety; (4) provide for application, physical permit, and permit issuance requirements; (5) require a political subdivision to provide all applicants for a panhandling permit with information about local and regional resources that assist persons who are suffering from hunger or homelessness; (6) require a political subdivision that imposes a limit on the number of persons who can panhandle in a specific location at a given time, allocate panhandling permits for the specific location on a first-come, first-serve basis; (7) provide that a panhandling permit may not authorize panhandling at a specific location for longer than 12 consecutive hours; (8) require a person issued a panhandling permit carry the permit while engaged in panhandling on public property, restrict their panhandling to the date, time, and specific location identified on the permit, and comply with permit terms; (9) create a criminal offense for panhandling on public property in a political subdivision that adopts an ordinance described in Numbers 1 and 2, above, and provide criminal penalties for violations; (10) provide that the bill does not preempt or otherwise affect the authority of a political subdivision to adopt or enforce an order, rule, or other measure relating to panhandling on public property that is compatible with and equal to, or more stringent than the level of offense provided by Number 9, above; (11) provide that a policy that encourages diversion or a provision of services in lieu of citation or arrest for a violation of Number 10, above, is not prohibited; (12) prohibit a political subdivision from adopting or enforcing a policy that prohibits or discourages the enforcement of an ordinance, order, rule, or other measure adopted under Number 1, above; (13) prohibit a political subdivision from prohibiting or discouraging a peace officer or prosecuting attorney from enforcing an ordinance, order, rule, or other measure adopted under Number 1, above; and (14) allow a person, including the attorney general, to bring an action to enjoin a violation of the provisions above in Travis County, the county where the principal office of the political subdivision in which the violation occurs is located, or a county adjacent to such county; (15) waive a political subdivision's governmental liability to suit and liability to the extent of liability; and (16) provide that a political subdivision found to have violated Numbers 1 and 2, above, may not receive state grant funds for two years following the violation.
HB1924	Support	Personnel	Relating to employment restrictions for certain former county or municipal officers and employees.	would provide that: (1) a former county or city officer or employee who during the period of county or city service or employment participated on behalf of the county or city in a contract negotiation or procurement involving a person may not accept employment from that person before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn; and (2) the governing body of a county or city may, on an individual basis, waive the applicability of the prohibition under (1), above, for a former county or city officer or employee who submits to the governing body an application for a waiver from the prohibition in the form and manner the governing body requires.
HB224	Support		Relating to contracting with companies that boycott or discriminate against certain entities.	would, among other things, repeal the prohibitions against a governmental entity from entering into certain contracts with companies unless the contracts contain a written verification that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; (2) does not boycott Israel and will not boycott Israel during the term of the contract; or (3) does not boycott energy companies and will not boycott energy companies during the term of the contract.
HB247	Support	Property Tax	Relating to the taxation of border security infrastructure.	would amend the Texas Constitution to authorize the legislature to reduce the property tax appraisal cap on residence homesteads from ten to five percent. (See
HB310	Support	Other Finance and Administration	Relating to the use of money transferred from the Texas water fund.	would require that the Texas Water Development Board to ensure that a portion of the money transferred from the Texas Water Fund is used for water infrastructure projects, prioritized by risk or need, for: (1) rural political subdivisions; (2) cities with a population of less than 20,000; and (3) cities with a population of 20,000 or more but less than 150,000.

Bill Number	CODS Position	Category	Description	TML Summary
HB447	Support	Transportation	Relating to traffic studies before the issuance of certain municipal utility district bonds.	would require that before a municipal utility district may issue a bond to finance a road project, each entity with jurisdiction over a road intersection located inside the district or within one mile of the boundaries of the district, or over a road that will provide ingress or egress from a residential development in the district, must conduct a study evaluating potential changes to traffic patterns and volumes for the intersection or road that would result from the project.
HB398	Support	Property Tax	Relating to the limitations on increases in the appraised value of certain property for ad valorem tax purposes.	would amend the Texas Constitution to authorize a political subdivision other than a school district to adopt a property tax freeze on the residence homestead of individuals who are elderly or disabled and their surviving spouses. (Note: Cities already have this authority. H.J.R. 59 would expand the authority to additional political subdivisions that levy property taxes.) (See
HB563	Support	Other Finance and Administration	Relating to the establishment of the small municipality revenue recovery grant program to provide financial assistance for economic development to small municipalities facing severe economic hardships.	would provide, among other things, that: (1) the comptroller shall establish and administer the small municipal revenue recovery grant program; (2) cities with population of 10,000 or less that experienced a decrease in total revenue of at least 15 percent during the preceding fiscal year as the result of a reduction or termination of contracts with private sector entities may apply for a grant from the program; (3) the comptroller may award a grant to a qualified city in the amount of: (a) not more than \$7 million for economic development programs; and (b) not less than \$100,000 or more than \$7 million to fund one or more specific projects to create or promote the creation of jobs in the city, including the purchase of real and personal property and the construction or improvement of new buildings, facilities, infrastructure, or other improvements.
HB602	Support	Open Government	Relating to the qualifications for serving as a member of the board of directors of a municipal utility district.	would require all members of a municipal utility district's board of directors to own land subject to taxation in the district.
HB622	Support	Community and Economic Development	Relating to mandatory sales price disclosure in commercial and industrial real property sales; providing a civil penalty.	would, among other things, prohibit a person from filing or recording an instrument in the county clerk's office conveying commercial or industrial real property under a contract for sale unless the instrument discloses the sales price of the property.
HB769	Support	Transportation	Relating to a grant program for neighborhood organization pedestrian infrastructure administered by the Texas Department of Housing and Community Affairs.	would, among other things, provide: (1) for the creation of the pedestrian infrastructure grant fund; (2) that the Texas Department of Housing and Community Affairs (TDHCA) administer the fund; and (3) that TDHCA may make grants to neighborhood organizations to construct certain pedestrian infrastructure related to sidewalks, curbs, or pedestrian lighting.
HB784	Support	Transportation	Relating to a grant program for municipal pedestrian infrastructure administered by the Texas Department of Housing and Community Affairs.	would: (1) establish a grant fund and program to provide grants to cities to construct pedestrian infrastructure related to sidewalks, curbs, or pedestrian lighting, subject to certain contract conditions; and (2) direct the Texas Department of Housing and Community Affairs to adopt rules necessary to administer (1), above.
HB790	Support	Other Finance and Administration	Relating to the amount of an expenditure made by certain political subdivisions for which a competitive procurement method may be required to be used.	would, among other things: (1) increase the threshold at which competitive bidding is required for city purchases from \$50,000 to \$200,000; and (2) increase the threshold at which competitive bidding in relation to historically underutilized businesses is required from \$50,000 to \$200,000.

Bill Number	CODS Position	Category	Description	TML Summary
HB875	Support	Personnel	Relating to workers' compensation insurance coverage and bid bonding requirements for small municipal construction projects.	would provide that: (1) for a construction project for an amount that is less than one percent of the total amount of a municipality's most recently adopted budget, the municipality is not required to: (a) ensure that the contractor is covered by workers' compensation insurance coverage; or (b) require the contractor to obtain a performance bond; (2) for the purpose of determining the contracted amount of a construction project under (1), above, a municipality may not aggregate work from more than one project; and (3) a project in (1), above, includes all work to be completed on a construction project for a municipality at one location within 12 months of the date the work begins.
HJR106	Support	Property Tax	Proposing a constitutional amendment authorizing a local option exemption from ad valorem taxation of all or part of the appraised value of the residence homesteads of certain peace officers.	would amend the Texas Constitution to provide a local option property tax exemption of all or part of the appraised value of the residence homestead of an eligible peace officer.
SB102	Support	Utilities and Environment	Relating to the notice and petition for the creation of a municipal utility district in certain counties.	would provide that for a municipal utility district which is to be located outside the corporate limits of a city before a petition requesting creation of a proposed district is filed with the Texas Commission on Environmental Quality, notice must be sent to the commissioners court of each county in which the proposed district is to be located and shall: (1) generally describe the boundaries to be included in the district; and (2) inform the commissioners of the right to: (a) respond to the notice; (b) review the petition requesting creation of the proposed district; and (c) submit a written opinion on the creation of the proposed district. (Companion bill is S.B. 102 by Hall.)
SB178	Support	Sales Tax	Relating to the permissible uses of revenue attributable to the municipal sales and use tax for street maintenance.	would provide that revenue derived from the street maintenance sales tax may be used to reconstruct city streets and sidewalks in addition to being used for maintenance and repair.
SB250	Support	Land Use	Relating to municipal annexation of an area adjacent to contiguous or connecting railroad rights-of-way.	would, among other things, provide that a city that is annexing an area may also annex an additional area if: (1) the area is adjacent to a right-of-way of a railway line, spur, or other railroad property that is: (a) contiguous and runs parallel to the city's boundaries; and (b) contiguous to the area being annexed; and (2) each owner of the area agrees to the annexation by the municipality.
SB277	Support	Land Use	Relating to the consideration of certain local government actions before the renewal of air permits for certain concrete plants.	would provide that, for the renewal of an authorization to use a standard permit issued for the operation of a permanent concrete plant that performs wet batching, dry batching, or central mixing, in determining whether and under which conditions to renew an authorization, the Texas Commission on Environmental Quality shall, while classifying the applicant's compliance history, consider any civil suit instituted and any other enforcement actions taken by a local government against the applicant.
SB284	Support	Transportation	Relating to the civil penalty for certain signs placed on the right-of-way of a public road.	would provide for a civil penalty of up to \$5,000 to be collected from a person: (1) who places or commissions the placement of an unauthorized sign on the right-of-way of a public road; or (2) whose commercial advertisement is placed on a sign described in (1), above.
SB303	Support	Municipal Court	Relating to the appointment of spoken language interpreters for certain court proceedings.	would, among other things, allow a municipal court or municipal court of record to appoint a spoken language interpreter under certain circumstances.
SB304	Support	Municipal Court	Relating to the jurisdiction of municipal courts over health and safety and nuisance abatement ordinances.	would allow a city, by ordinance, to provide its municipal court with: (1) civil jurisdiction for the purpose of enforcing certain code enforcement-related ordinances; (2) concurrent jurisdiction with a district court or county court of law within the city's territorial limits and property owned by the city in the city's extraterritorial jurisdiction, for the purposes of enforcing health and safety nuisance abatement ordinances; (3) the authority to issue search warrants to investigate a health and safety or nuisance abatement ordinance violation, and

Bill Number	CODS Position	Category	Description	TML Summary
SB305	Support	Public Safety and Emergency Management, Utilities and Environment	Relating to the criminal offense of passing certain vehicles on a highway.	would create a criminal offense for unlawfully passing a vehicle operated by: (1) an animal control officer or other individual for the purpose of removing an animal or animal carcass from a roadway and using certain prescribed visual signals; or (2) an employee of a local authority for the purpose of issuing a parking citation and using certain prescribed visual signals.
SB464	Support	Land Use	Relating to county and municipal authority to prohibit the operation of e-cigarette retailers near primary or secondary schools.	would, among other things, provide that: (1) a city council may adopt an ordinance applicable within the city prohibiting an e-cigarette retailer from operating within 300 feet of a public or private primary or secondary school campus; and (2) a municipal ordinance adopted under the bill does not apply to an e-cigarette retailer whose gross receipts from the sale of e-cigarettes are less than 50 percent of the retailer's total gross receipts at the retailer's premises within an area described by (1), above.
SB480	Support	Utilities and Environment	Relating to the authority of a local government to enter into an interlocal contract with certain governmental entities to participate in water research or planning activities.	would provide that a local government may contract with another local government, the state, or the federal government to jointly participate in research or planning activities related to water resources.
SB482	Support		Relating to increasing the criminal penalties for the offenses of assault and harassment committed against certain employees or agents of a utility and committed in a disaster area or evacuated area.	provide that: (1) an offense of assault is a felony of the third degree of the offense is committed against a person the actor knows or reasonably should know is an employee or agent of a utility while the person is: (a) performing a duty within the scope of that employment or agency; and (b) located in an area that is: (i) subject to a declaration of a state of disaster made by the president of the United States, the governor, or the presiding officer of the governing body of a political subdivision; or (ii) subject to an emergency evacuation order; and (2) an offense of harassment is a Class A misdemeanor if the offense was committed against a person the actor knows or reasonably should know is an employee or agent of a utility while the person is: (a) performing a duty within the scope of that employment or agency; and (b) located in an area that was, at the time of the offense: (a) subject to a declaration of a state of disaster made by the president of the United States, the governor, or the presiding officer of the governing body of a political subdivision; or (b) subject to an emergency evacuation order.
SB628	Support	Public Safety and Emergency Management		would, among other things, provide that: (1) a county with a population of 250,000 or any county adjacent to such a county which has adopted a fire code may contract for the administration and enforcement of the county fire code with: (a) a city located in the county; or (b) an emergency services district (ESD) located wholly in the county; and (2) an ESD that has adopted a fire code and that is wholly located in one county may enter into an interlocal agreement with the county to delegate to the ESD all or part of the county's authority to enforce the county's fire code.
SB67	Support		Relating to conducting certain contested case hearings under the Texas workers' compensation system by videoconference.	would provide that: (1) the Texas Department of Insurance Division of Workers' Compensation (TDI-DWC) shall conduct a contested case hearing by videoconference on request of: (a) the claimant, if: (i) the claim relates to an injury incurred by the claimant in the course and scope of the claimant's employment or volunteer service as a custodial officer, detention officer, emergency medical technician, firefighter, or peace officer; or (ii) the claimant resides more than 75 miles from the hearing site at the time of the hearing; or (b) the insurance carrier, if the insurance carrier is the State Office of Risk Management, the Texas A&M University System, the Texas Department of Transportation, or the University of Texas System; and (2) a contested case hearing may not be conducted at a site more than 75 miles from the claimant's residence at the time of the injury unless the TDI-DWC determines that good cause exists for the selection of a different location or the contested case hearing is conducted by videoconference as provided by (1), above.
SB830	Support	Other Finance and Administration	Relating to the amount of an expenditure made by a municipality for which competitive bidding is required.	would provide that the contract value which would trigger a requirement that a city follow certain public procurement procedures such as competitive sealed bidding or reverse auctions would be increased from \$50,000 to \$100,000.

Bill Number	CODS Position	Category	Description	TML Summary
HB1013	Oppose	Elections	Relating to election integrity and security, including by preventing fraud in the conduct of elections in this state; authorizing a penalty, increasing a penalty.	would, among other things, provide that: 1. each election precinct established for an election shall be served by a single polling place located within the boundary of the precinct or adjoining precinct; 2. more than one precinct may vote at the same location provided the location is large enough to accommodate all required election activities while keeping those activities separate and distinct for each precinct; 3. the room where the election is conducted shall be used solely for that purpose during the election and shall be capable of being locked and secured from unauthorized access at any time an election judge is not present; 4. a polling place may not be located: (a) at the business location of certain persons; or (b) in a movable structure; 5. in addition to any other penalty set forth in the Election Code, failure to comply with the procurement and distribution of supplies and ballots by an election administrator or election officer whether or not intentionally impacting more than one precinct shall result in the removal of the administrator or office and the election shall be reconducted; 6. the authority responsible for procuring the election supplies for an election shall provide for each election precinct a number of ballots equal to at least the number of registered voters in that precinct plus 1 percent of that number; 7. a person commits a state jail felony if the person intentionally obstructs the distribution of elections supplies for an election; 8. in the event of a misprint or other error in printing one or more ballots, such ballots: (a) must be marked "VOID" in large letters across the front of the ballots; and (b) must be accounted for by ballot number, placed in locked containers, with numbered seals marked "VOID MISPRINTED BALLOTS" and placed in a secure, locked location and retained as election records; 9. a ballot: (a) shall be designed for hand marking and shall be printed in black ink, on secure, auditable, counterfeit resistant, non-encrypted paper, on white or light-colored paper; (b) may not contain any QR or bar code or any other code not readable by the human eye; (c) may not contain any open or encrypted means of tracking, tracing or identifying a voter's ballot; and (d) shall include the voting precinct number and polling location pre-printed on all pages of the ballot; 10. the failure of an election administrator to comply with Number 9, above, shall be a Class A misdemeanor; 11. ballots shall be numbered sequentially, with no gap in numbering, on the front and back of each ballot, consecutively beginning with number "1" and no ballot in the state shall have a duplicative number; 12. immediately after closing the polls for voting on the final day of voting, the ballots shall be hand-counted by bipartisan teams; 13. all elections and hand counting of ballots shall be video recorded without interruption; 14. before the election may be certified, the public shall be provided 30 days to examine the video recording for errors; 15. members of the canvassing authority who fail to correct errors that are identified by the public viewing the video recording shall: (a) be subject to recall and removal from their elected office upon petition of ten registered voters and the recall shall be decided in a special election to be held within 45 days after the filing of the petition; (b) during the interim, shall be suspended from their duties until the results of the recall election; 16. an election shall keep a printed, physical list containing the list of names of the voters duly registered, including their residence address and whether they applied for a mail-in ballot; 17. the countywide polling program is repealed; and 18. early voting by personal appearance is repealed.
HB1005	Oppose	Elections	Relating to the process of canvassing elections.	would provide that the city council, as the canvassing authority of an election of the city, shall compare the precinct returns with the corresponding tally list.
HB1077	Oppose	Personnel	Relating to the right of public employees to collectively bargain with governmental entities.	would, among other things, provide that: (1) an official of the state or a political subdivision may enter into a collective bargaining agreement with a labor organization regarding wages, hours or conditions of employment of public employees; and (2) public employees may strike or engage in an organized work stoppage against the state or a political subdivision of the state.
HB1131	Oppose	Property Tax	Relating to the repeal of provisions authorizing certain taxing units in the year following the year in which a disaster occurs to adopt an ad valorem tax rate that exceeds the voter-approval tax rate without holding an election to approve the adopted tax rate; making conforming changes.	would repeal the provision authorizing cities to adopt an ad valorem tax rate the exceeds the voter-approval tax rate without holding an election in the year following the year in which a disaster occurs.

Bill Number	CODS Position	Category	Description	TML Summary
HB1189	Oppose	Other Finance and Administration	Relating to the use by a political subdivision of public funds for lobbying and certain other activities.	
HB1197	Oppose	Elections	Relating to a requirement that an election for a member of a board of trustees of an independent school district is partisan.	would, among other things: (1) repeal the option for an election for trustees of an independent school district to be held on the same date as the election for city councilmembers of a city located in the school district; (2) require that an election for trustees of an independent school district be held on the same date as the general election for state and county officers; and (3) require that an election for a member of a board of trustees of an independent school district is partisan.
HB1227	Oppose	Utilities and Environment	Relating to municipal solid waste management services contracts; limiting the amount of a fee.	would prohibit a city from: (1) charging a solid waste franchisee a city franchise fee of more than two percent of the franchisee's gross receipts from the sale of services in the city; and (2) restricting the right of an entity to contract with a person other than the city or the city's exclusive franchisee for commercial, industrial, or multifamily residential solid waste management services.
HB1251	Oppose	Sales Tax	Relating to an exemption from sales and use taxes for certain educational materials.	would: (1) expand the sales tax exemption for school supplies and backpacks so that it is effective year-round; and (2) exempt from the sales tax education materials necessary for in-class learning, including textbooks and school computers.
HB1294	Oppose	Other Finance and Administration	Relating to the use by a political subdivision of public funds for lobbying and certain other activities.	
HB1322	Oppose	Land Use	Relating to municipal approval of subdivision plans or plats in certain municipalities.	would provide that for cities with populations under 10,000: (1) the municipal authority responsible for approving plats shall approve, approve with conditions, or disapprove a plat within 90 days after the date the plat is filed; (2) if the city requires a plat be approved by the city council in addition to the planning
HB1394	Oppose	Other Finance and Administration	Relating to sovereign immunity and civil rights actions related to certain laws protecting the free exercise of religion.	would, among other things: (1) waive sovereign immunity in state and federal court for certain claims of violation of religious freedom; and (2) seek to expand the federal constitutional bar against citizens of other states or nations suing the State of Texas or Texas cities in federal court for violations of religious freedom.
HB1286	Oppose	Other Finance and Administration	Relating to the award of attorney's fees to a prevailing property owner in a judicial appeal of certain ad valorem tax determinations.	would provide that: (1) a property owner who prevails in a judicial appeal of property taxes may be awarded reasonable attorney's fees; (2) except as provided by (3), below, the amount of the award may not exceed the greater of \$25,000 or 50 percent of the total amount by which the property owner's tax liability is reduced as a result of the appeal; and (3) the amount of an award of attorney's fees to the prevailing property owner is not subject to the limitation in (2), above, if: (a) the property owner prevails in an appeal for excessive appraisal or unequal appraisal; and (b) the property owner qualifies the property as the owner's residence homestead.
HB1378	Oppose	Utilities and Environment	Relating to municipal and county regulation of certain electric energy storage.	would: (1) provide that a city by ordinance or a county by order shall prohibit the installation of electric energy storage within 500 yards of real property owned by a person other than the owner or operator of the proposed storage unless the owner or operator of the proposed storage obtains written consent from each owner of the real property; (2) provide that a county may not regulate under (1), above, the installation of electric energy storage within the corporate boundaries of a city; and (3) require a city to adopt an ordinance providing for the prohibition on the installation of electric energy storage as required by (1), above, by October 1, 2025.
HB1430	Oppose	Property Tax	Relating to a limitation on increases in the appraised value of certain commercial real property for ad valorem tax purposes.	would establish a 20 percent appraisal cap on commercial real property with a market value of \$10 million or less. (See H.J.R. 101, below.)

Bill Number	CODS Position	Category	Description	TML Summary
HB1433	Oppose	Other Finance and Administration	Relating to efficiency audits for certain political subdivisions.	would, among other things, require: (1) a political subdivision other than a school district, including a city, that adopts a property tax rate that exceeds the no-new-revenue tax rate for five consecutive years to conduct an efficiency audit; (2) the political subdivision to pay for the costs associated with the efficiency audit; (3) the governing body of the political subdivision conducting an efficiency audit to hold an open meeting to discuss the results of the efficiency audit; (4) the results of an efficiency audit to be posted on the political subdivision's website not later than 30 days after the date of the open meeting described by (3), above; and (4) the political subdivision to provide all documents, records, and personnel requested by an auditor conducting an efficiency audit as needed to conduct the audit in an efficient manner.
HB1488	Oppose	Personnel	Relating to employment practices of governmental entities, state contractors, and private employers in this state regarding the legal status of employees, including requiring participation in the federal electronic verification of employment authorization program, or E-verify program, and authorizing the suspension of certain licenses held by private employers for certain conduct in relation to the employment of persons not lawfully present; providing an administrative penalty.	would, among other things, provide that: (1) a political subdivision, including a city, shall register and participate in the E-Verify program to verify information of all new employees; and (2) an employee of a political subdivision who is responsible for verifying new employees' information shall be subject to immediate termination if the employee fails to verify the information as required by (1), above.
HB1632	Oppose	Sales Tax	Relating to an exemption from sales and use taxes for animal food intended for consumption by domesticated animals.	would exempt from the sales tax animal food that is intended for consumption by domesticated animals.
HB1678	Oppose	Open Government	Relating to the collection and disclosure of certain public information.	would, among other things: (1) provide that under the Texas Public Information Act (PIA), information encompassing the following is not confidential by law, either constitutionally, statutorily or by judicial decision: (a) attorney-client privilege; (b) work product privilege; (c) another exception to disclosure provided by the PIA; or (d) a state or federal discovery privilege, including a privilege provided by the Texas or Federal Rules of Civil Procedure, Texas or Federal Rules of Evidence, or Texas Disciplinary Rules of Professional Conduct; (2) provide that the failure to make timely requests for an attorney general opinion under the following exceptions to disclosure do not constitute a compelling reason for a governmental body to withhold the information: (a) information related to litigation or settlement negotiations; (b) information related to competition or bidding; (c) information related to the location or price of property; (d) certain legislative documents; (e) law enforcement and prosecutorial information; (f) interagency or intra-agency memoranda not available to a third-party in litigation; (g) information related to financial institutions or securities; (h) audit work papers; (i) test items; (j) certain audits; (k) certain economic development information; (l) certain communications with employees of the legislative budget board; and (m) proprietary records and trade secrets in certain partnerships; (3) repeal the PIA provision related to responding to requests for information that require programming or manipulation of data; and (4) provide that for purposes of body worn cameras, a "recording" by a body worn camera, however phrased, shall mean an audio recording, a video recording, or an audiovisual recording.
HB165	Oppose	Property Tax	Relating to the elimination of ad valorem taxes and the creation of a joint interim committee on the elimination of those taxes.	would, among other things: (1) eliminate property taxes by 2035; and (2) create a joint interim committee to conduct a comprehensive study of alternative methods of taxation to replace local tax revenue that will be lost when property taxes are eliminated.

Bill Number	CODS Position	Category	Description	TML Summary
HB167	Oppose	Personnel	Relating to the implementation of diversity, equity, and inclusion initiatives and certain prohibited considerations in contracting by governmental entities.	would, among other things: (1) provide that a governmental entity, including a city shall not, except as required by federal law: (a) establish or maintain a diversity, equity, and inclusion (DEI) office; (b) hire or assign an employee or contract with a third party to perform the duties of a DEI office; (c) compel, require, induce or solicit any person to provide a DEI statement or give preferential consideration to any person based on the provision of a DEI statement; (d) give preference on the basis of race, sex, color, ethnicity,
HB1835	Oppose	Land Use	Relating to the regulation of new HUD-code manufactured housing.	would: (1) prohibit a city from unreasonably regulating or restricting the installation of a new HUD-code manufactured home; (2) prohibit a city from requiring a specific use permit for a new HUD-code manufactured home; (3) require a city with zoning regulations to permit the installation of a new HUD-code manufactured home under at least one residential zoning classification or type of residential zoning district; and (4) prohibit a city from adopting zoning regulations that directly or indirectly prohibit HUD-code manufactured homes in all residential areas of the city. (Companion bill is S.B. 785 by Flores.)
HB182	Oppose	Personnel	Relating to rest breaks for employees of certain governmental entity contractors; providing an administrative penalty.	would provide that: (1) a governmental entity, including a city, contracting with a general construction contractor shall require the contractor and any subcontractor to provide to each employee performing work under the contract at least a ten minute paid rest break during every four-hour work period; (2) each general construction contract with a governmental entity must include terms that: (a) authorizes an employee of a contractor or subcontractor required to work without a rest break in violation of (1), above, to make a verbal or written complaint to the governmental entity contracting with the contractor; (b) requires, on confirmation of a violation of (1), above, that is the subject of a complaint, the governmental entity shall provide to the contractor written notice of the violation by hand delivery or certified mail; (c) inform a contractor the governmental entity is authorized to impose an administrative penalty if the contractor fails to comply with (1), above, after the date on which the contractor receives notice; and (d) state that an imposed penalty amount may be withheld from a payment otherwise owed to a contractor under the contract; (3) the governmental entity may impose an administrative penalty against a contractor in an amount of not less than \$100 and not more than
HB1898	Oppose	Property Tax	Relating to a limitation on increases in the appraised value of real property for ad valorem tax purposes.	would reduce the property tax appraisal cap on homesteads from ten to five percent and apply the new appraisal cap to all real property. (See H.J.R. 114, below.)
HB1921	Oppose	Transportation	Relating to the operation of certain off-highway vehicles on certain roadways.	would allow a person to operate an unregistered off-highway vehicle on a highway for which the posted speed limit is not more than 65 miles per hour, if the highway is not an interstate or limited access highway and the vehicle displays a state-issued license plate.
HB1964	Oppose	Land Use	Relating to equitable relief from the enforcement of certain governmental requirements that affect agricultural operations.	would provide that: (1) the license plate number of a motor vehicle captured visually or audibly in a video recording obtained or maintained by a law enforcement agency is not confidential and may be included in a video recording disclosed under the Public Information Act (PIA); (2) the provision in (1), above, does not preclude a law enforcement agency from asserting other exceptions to disclosure of information under the PIA; and (3) a law enforcement agency may release a video recording obtained or maintained by the law enforcement agency that includes the license plate number of a motor vehicle captured visually or audibly in the video in response to a request for public information under the PIA, and the agency is not required to redact any license plate numbers before releasing the video.
HB223	Oppose	Other Finance and Administration	Relating to exemptions to competitive requirements for purchases of certain services by a municipality.	would provide that an expenditure by a city to procure lobbying, government relations, or similar services intended to influence state or federal lawmakers on behalf of a city may not be classified as a personal, professional, or planning service for competitive procurement purposes.
HB202	Oppose	Property Tax	Relating to making permanent the limitation on increases in the appraised value of certain real property for ad valorem tax purposes.	would amend the Texas Constitution to authorize the legislature to establish a ten percent appraisal cap on property that: (1) is a single-family residential property leased to a lessee and used by the lessee as a primary residence; and (2) is leased to the lessee for a rent that does not exceed the fair market rent. (See

Bill Number	CODS Position	Category	Description	TML Summary
HB203	Oppose	Property Tax	Relating to a limitation on increases in the appraised value for ad valorem tax purposes of certain leased residential real property.	would amend the Texas Constitution to authorize the legislature to define "farm products" and "in the hands of the producer" for purposes of the farm production property tax exemption and may include in the definition of "farm products" livestock, poultry, timber, and supplies used or produced in a farming operation. (See
HB217	Oppose	Property Tax	Relating to the vote required in an election to approve an ad valorem tax rate that exceeds a taxing unit's voter-approval tax rate; making conforming changes.	would require a 60 percent majority of voters to approve a property tax rate for which an automatic election is required.
HB250	Oppose	Property Tax	Relating to the calculation of certain ad valorem tax rates of a taxing unit and the manner in which a proposed ad valorem tax rate that exceeds the voter-approval tax rate is approved; making conforming changes.	would, among other things: (1) remove the revenue multiplier from the voter-approval tax rate calculation to require an election for any revenue increase; and (2) eliminate the concepts of special taxing units, the de minimis property tax rate, the unused increment rate, and the special tax rate calculation in tax years following a disaster declaration.
HB255	Oppose	Property Tax	Relating to the definitions of certain terms for purposes of the exemption from ad valorem taxation of farm products in the hands of the producer.	would amend the Texas Constitution to authorize the legislature to establish a ten percent appraisal cap on real property with a market value that is not greater than a certain amount. (See
HB325	Oppose	Other Finance and Administration	Relating to a limit on municipal and county expenditures.	would provide that: (1) a city or county's total expenditures from all available sources of revenue in a fiscal year may not exceed the greater of statewide changes in population and inflation, according to a formula provided in the bill, or the previous year's expenditures; (2) a city or county may exceed the limit in (1), above, if the voters approve the additional expenditure at an election held on a uniform election date or the city or county is located in an area in which the governor declares or renews a disaster declaration; and
HB327	Oppose		Relating to an exemption from certain zoning requirements for developments receiving certain financial assistance administered by the Texas Department of Housing and Community Affairs.	would provide that the ability to protest a proposed change to a zoning regulation or boundary by petition and force a supermajority vote of the city council to approve the proposed change does not apply to a property on which a development is located that has applied for or received credits under the Low Income Housing Tax Credit Program.
HB369	Oppose	Land Use	Relating to the authority of a municipality to regulate the number of dwellings allowed on certain property.	would (1) prohibit a city from adopting or enforcing an ordinance, zoning variance, or other regulation that allows for the construction of more than one single-family dwelling on a lot that: (a) was zoned for single-family dwellings on September 1, 2023; and (b) is located in a subdivision with at least one developed lot; (2) prohibit a city from changing a zoning classification, regulation, boundary, or an allowed use under a zoning classification for the purpose of allowing more than one single-family dwelling on a lot described by (1), above; (3) create an exception to (1) and (2), above, to allow a city to adopt or enforce a

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HB338	Oppose	Property Tax	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.	would amend the Texas Constitution to authorize the legislature to reduce the property tax appraisal cap on residence homesteads from ten to five percent. (See
HB346	Oppose	Community and Economic Development	Relating to support for new businesses.	would direct the Texas Secretary of State to coordinate with city officials to work to eliminate all fees related to licensing and registration required to be paid by a business entity in the entity's first year of business.
HB359	Oppose	Land Use	Relating to the authority of a property owners' association to assess a fine for discolored vegetation or turf during a period of residential watering restriction.	would prohibit a property owner's association from assessing a fine against a property owner related to the maintenance of green turf or vegetation while the property is subject to residential watering restrictions mandated by a city, water utility, or other water supplier, and for a reasonable period following the lifting of the watering restrictions. (Companion bill is S.B. 542 by Schwertner.)
HB375	Oppose	Property Tax	Relating to a limitation on increases in the appraised value of real property for ad valorem tax purposes.	would amend the Texas Constitution to authorize the legislature to reduce the property tax appraisal cap on residence homesteads from ten to five percent. (See
HB382	Oppose	Property Tax	Relating to an exemption from ad valorem taxation of the total appraised value of the residence homesteads of certain elderly persons and their surviving spouses.	would amend the Texas Constitution to authorize the legislature to expand the application of the ten percent appraisal cap on a residence homestead to all real property. (See
HB407	Oppose	Land Use	Relating to municipal and county requirements for solar energy device compatibility for certain residential construction; creating criminal offenses.	would provide, among other things, that: (1) a city by ordinance shall incorporate into its municipal building code a requirement that the construction of new residential buildings suitable for one to four families must be compatible with the installation of certain solar energy devices that may be interconnected with the electric distribution system serving the area; (2) a residential builder shall have construction inspected for compliance with the requirements in (1), above; and (3) failure to comply with the requirements described in (1), above, or a violation of (2), above, is a Class C misdemeanor.
HB442	Oppose	Property Tax	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.	would amend the Texas Constitution to authorize the legislature to reduce the property tax appraisal cap on residence homesteads from ten to five percent and apply the new appraisal cap to all real property. (See
HB455	Oppose	Property Tax	Relating to the establishment of a limitation on the total amount of ad valorem taxes that certain taxing units may impose on the residence homesteads of individuals who are disabled or elderly and their surviving spouses.	would amend the Texas Constitution to: (1) exempt from property tax the total market value of the residence homestead of an individual who is 72 years of age or older and has received a residence homestead exemption on the property for at least the preceding 10 years; and (2) provide that the surviving spouse of an individual who qualified for an exemption under (1), above, is entitled to an exemption from taxation of the total appraised value of the same property to which the deceased spouse's exemption applied if: (a) the deceased spouse died in a year in which they qualified for the exemption; (b) the surviving spouse was 55 years of age or older when their spouse died; and (c) the property was the residence homestead of the surviving spouse when their spouse died and remains their residence homestead. (See

Bill Number	CODS Position	Category	Description	TML Summary
HB487	Oppose	Community and Economic Development	Relating to criminal offenses applicable to and authorized uses of gambling devices, including eight-liners.	would, among other things, provide that: (1) the term "gambling device" includes an "eight-liner" device; (2) it is a defense to prosecution for gambling that the conduct consists of entirely playing or using a gambling device in which: (a) skill is the predominant requirement for the player or user to win or be awarded a thing of value for playing or using the device; and (b) the player or user may only win or be awarded as a thing of value for playing or using the device: (i) noncash merchandise available only on the premises where the device is located; or (ii) a ticket, coupon, or other representation of value redeemable only on the premises where the device is located for noncash merchandise; (3) for purposes of (2), above: (a) the value of the noncash merchandise or representation of value redeemable for noncash merchandise won or awarded for a single play of game on or use of a gambling device may not exceed the lesser of a wholesale value of ten times the amount charged for the single play or use or five dollars; and (b) the wholesale value of an item of noncash merchandise won or awarded for playing or using the device or for which a person may redeem one or more tickets, coupons, or other representations of value won or awarded for playing or using the device may not exceed \$50;
HB509	Oppose	Elections	Relating to the authority of certain entities and individuals to prevent individuals from accessing private property for the purpose of registering voters or communicating political messages.	would, among other things, provide that: (1) a city may not adopt or enforce a regulation that prevents an individual from knocking on the front door of a residential unit, ringing the doorbell of the unit, or leaving a written communication at the unit for the purpose of: (a) assisting an occupant of the unit with registering to vote; or (b) communicating to an occupant of the unit support or opposition for: (i) a political candidate; (ii) a political party; or (iii) a ballot measure; (2) a city may adopt and enforce reasonable restrictions on the time, place, and manner of an activity described in (1), above; and (3) a peace officer or private party may not prevent an individual from engaging in an activity described in (1), above, unless the officer or party reasonably believes that that activity poses a threat to a person or property or is in violation of a statute, ordinance, order, rule, or policy.
HB511	Oppose	Property Tax	Relating to an exemption from ad valorem taxation of the total appraised value of the residence homestead of an unpaid caregiver of an individual who is eligible to receive long-term services and supports under the Medicaid program while the individual is on a waiting list for the services and supports.	would amend the Texas Constitution to provide that a residence homestead is not subject to seizure or sale for delinquent ad valorem taxes.
HB519	Oppose	Land Use	Relating to honey production operations and the harvesting and packaging of honey and honeycomb.	would, among other things, provide that: (1) honey production operations are not food service establishments; (2) a local government authority, including a city, may not regulate the production or honey or honeycomb; and (3) honey and honeycomb are raw agricultural commodities.
HB520	Oppose	Community and Economic Development	Relating to cottage food production operations.	would, among other things, provide that a local government authority, including a city, may not: (1) require a cottage food production operation to obtain any type of license or permit or pay any fee to sell certain foods directly to a consumer or vendor; or (2) employ or continue to employ a person who knowingly requires or attempts to require a cottage food production operation to obtain a license or permit in violation of (1), above.
HB490	Oppose	Property Tax	Relating to a limitation on increases in the appraised value of real property for ad valorem tax purposes.	would amend the Texas Constitution to authorize the legislature to: (1) reduce the property tax appraisal cap on residence homesteads from 10 to 2.5 percent; (2) reduce the temporary appraisal cap on real property other than a residence homestead from 20 to 8 percent; and (3) make permanent the temporary appraisal cap on real property other than a residence homestead. (See

Bill Number	CODS Position	Category	Description	TML Summary
HB571	Oppose	Other Finance and Administration	Relating to the use by a political subdivision of public funds for lobbying and certain other activities.	would: (1) except as provided by (2), below, prohibit a political subdivision from spending public funds to: (a) hire an individual required to register as a lobbyist for the purpose of lobbying a member of the Texas legislature; or (b) pay a nonprofit state association or organization that: (i) primarily represents political subdivisions; and (ii) hires or contracts with an individual required to register as a lobbyist; (2) provide that the prohibition in (1), above, does not prevent: (a) a city or county from spending public funds to compensate or contract with an individual required to register as a lobbyist for the purpose of influencing or attempting to influence the outcome of legislation related to the military, military service members, or military veterans; or (b) a full-time employee of a nonprofit state association or organization that primarily represents political subdivisions from: (i) providing legislative services, including services related to bill tracking, bill analysis, and legislative alerts; (ii) communicating directly with a member of the legislature to provide information; or (iii) testifying for or against legislation before a legislative committee; (3) provide that if a political subdivision engages in activity prohibited by (1), above, a taxpayer or resident of the political subdivision is entitled to injunctive relief to prevent any further prohibited activity and any further payments of public funds; and (3) provide that a taxpayer or resident who prevails in an action under (3), above, is entitled to recover reasonable attorney's fees and costs from the political subdivision.
HB606	Oppose	Other Finance and Administration	Relating to de novo review and interpretation of state laws and state agency rules by reviewing court judges and administrative law judges.	would: (1) require a court and administrative law judge when reviewing a provision of state law, to interpret the meaning and effect of the provision de novo, without deference to a state agency's interpretation of the provision; (2) require a court in an action brought by or against a state agency concerning an ambiguous provision of state law, after applying all other rules and canons of interpretation, to resolve the ambiguity in favor of limiting state agency authority; and (3) require an administrative law judge when conducting a hearing concerning an ambiguous provision of state law, after applying all other rules and canons of interpretation, to resolve the ambiguity in favor of limiting state agency authority.
HB671	Oppose	Other Finance and Administration	Relating to the use by a political subdivision of public funds for lobbying and certain other activities.	would: (1) except as provided by (2), below, prohibit a political subdivision from spending public funds to: (a) hire an individual required to register as a lobbyist for the purpose of lobbying a member of the Texas legislature; or (b) pay a nonprofit state association or organization that: (i) primarily represents political subdivisions; and
HB695	Oppose	Elections	Relating to the use of certain facilities of a building being used as a polling place or early voting polling place.	would provide that the secretary of state shall adopt rules requiring an entity that owns or controls a building being used as a polling place or an early voting polling place to permit a person electioneering on the building's premises to use the facilities of the building otherwise available to voters or election officials, including bathrooms provided that the person: (1) may not bring political signs or literature inside the facilities; (2) must cover or remove any political logos or messaging before entering the facilities; and (3) must meet any other requirements determined by the secretary of state to be necessary to ensure compliance.
HB698	Oppose	Property Tax	Relating to the abolition of ad valorem taxes and the creation of a joint interim committee on the abolition of those taxes.	would, among other things: (1) repeal the Property Tax Code; (2) prohibit a political subdivision from imposing a property tax beginning in the year 2031; and (3) convene a committee to determine how property tax revenue could be replaced by local sales and use tax revenue. (See H.J.R. 64, below.)
HB710	Oppose	Personnel	Relating to the recognition of occupational licenses and government certifications issued in other states; authorizing a fee.	would, among other things: (1) require a state agency or political subdivision, including a city, to issue an occupational license or government certification to an individual who applies in a manner prescribed by the political subdivision if the individual: (a) holds a current and valid occupational license or government certification in another state in a lawful occupation with a similar scope of practice; (b) has held the occupational license or government certification in another state for at least one year; (c) was required by a board in another state to pass an examination or to meet education, training, or experience standards; (d) is in good standing with the board in the other state; (e) does not have a disqualifying criminal record; (f) has not had an occupational license or government certification revoked by the board of another state or surrendered due to negligence or intentional misconduct;
HB755	Oppose	Other Finance and Administration	Relating to certain requirements applicable to certain public entities that engage in lobbying.	would: (1) prohibit the governing body of a public entity, including a city, from spending public money or providing other compensation to a lobbyist to communicate directly with one or more members of the legislative branch to influence legislation pending before the legislature unless the expenditure is: (a) authorized by a majority vote of the governing body of the entity in an open meeting of the governing body; and (b) voted on by the governing body as a stand-alone item on the agenda at the meeting; (2) require a public entity that contracts with a lobbyist to publish on the entity's Internet website: (a) the amount of money authorized for the purpose of contracting with the person; (b) the name of the person, (c) a copy of the contract; (d) the amount of money, if any, spent by the entity for membership fees or dues to a nonprofit state association or organization of similarly situated entities that contracts with a lobbyist; and (e) a copy of any current legislative agenda or resolution adopted by the entity; (3) prohibit a lobbyist that contracts with a public entity from communicating directly with a member of the legislative branch on behalf of the entity regarding legislation pending before the legislature that specifically proposes to amend state statutes dealing with the calculation of property tax rates;

Bill Number	CODS Position	Category	Description	TML Summary
HB763	Oppose	Property Tax	Relating to the repeal of provisions authorizing certain taxing units in the year following the year in which a disaster occurs to adopt an ad valorem tax rate that exceeds the voter-approval tax rate without holding an election to approve the adopted tax rate; making conforming changes.	would repeal the provision authorizing cities to adopt an ad valorem tax rate the exceeds the voter-approval tax rate without holding an election in the year following the year in which a disaster occurs.
HB794	Oppose	Personnel	Relating to limitations on the enforcement of certain occupational regulations.	would, among other things: (1) direct each licensing authority, including a city, by September 1, 2026, to conduct a comprehensive review of each occupational regulation applicable to a license issued by the authority, and: (a) specify the public health, safety, or welfare objective served by the regulation and reason the regulation is necessary to serve each objective; (b) analyze the effects of the regulation on: (i) worker opportunity; (ii) consumer choice and costs; (iii) general unemployment; (iv) market competition;
HB901	Oppose	Personnel	Relating to a limitation on the salary paid to officers and employees of this state and political subdivisions of this state.	would, among other things, provide that the taxpayer funded salary of an officer or employee of a political subdivision, including a city, may not exceed the amount of the salary set by the state law for the governor.
HB920	Oppose	Sales Tax	Relating to an exemption from sales and use taxes for firearms, ammunition, and other related items.	would exempt from the sales tax a firearm, firearm accessory, and ammunition.
HB925	Oppose	Public Safety and Emergency Management	Relating to the applicability of a defense to prosecution for an offense relating to carrying a handgun in certain prohibited locations and to repealing associated notice requirements.	would repeal the provisions: (1) allowing a person to post a sign stating that a person may not carry a firearm or other weapon on a property; and (2) making unavailable a defense to prosecution if: (a) a sign described by (1), above, was posted prominently at each entrance to the premises or other property, as applicable; or (b) at the time of the offense, the actor knew that carrying a firearm or other weapon on the premises or other property was prohibited.
HB927	Oppose	Community and Economic Development	Relating to the interpretation of certain laws protecting the free exercise of religion.	would clarify that a city may not substantially burden a person's free exercise of religion.
HB950	Oppose	Land Use	Relating to the provision of municipal services to land annexed by a municipality for full purposes.	would, among other things: (1) define "full municipal services" to mean a city's provision of each of the following services to land following annexation: (a) police protection; (b) fire protection including fire hydrants; (c) emergency medical services; (d) solid waste collection; (e) construction, operation, and maintenance of: (i) water and wastewater facilities; (ii) roads and streets, including lighting; and

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HB960	Oppose	Property Tax, Sales Tax	Relating to the repeal of or limitations on certain state and local taxes, including school district maintenance and operations ad valorem taxes, the enactment of state and local value added taxes, and related school finance reform; imposing taxes.	would, among other things, repeal local sales and use taxes and authorize a political subdivision that was authorized to impose a sales and use tax to impose a value added tax not to exceed two percent.
HB981	Oppose	Open Government	Relating to access to certain litigation, law enforcement, corrections, and prosecutorial records under the public information law.	would provide that: (1) for purposes of the exception to disclosure for pending or reasonably anticipated litigation, litigation is considered reasonably anticipated only if a person with an alleged claim, or that person's attorney, has: (a) threatened in writing to take legal action against the governmental body; or (b) made a written demand for compensation as a result of an alleged claim against the governmental body; (2) a law enforcement record related to the detection, investigation or prosecution of crime that did not result in conviction or deferred adjudication is not excepted from public disclosure under the law enforcement exception if a written request for the record is made by: (a) a person who is the subject of the record or the person's attorney; or (b) if the person described in (2)(a), above, is deceased, the person's spouse, child or parent, an administrator of the person's estate, or any of their attorneys.
HB989	Oppose	Elections	Relating to processes to address election irregularities; providing a civil penalty.	would provide that: (1) a person who participated in the relevant election as a candidate, a county chair or state chair of a political party, a presiding judge, an alternate presiding judge or the head of a specific-purpose political committee that supports or opposes a ballot may issue a written request to the county clerk or other authority conducting an election for an explanation and supporting documentation for: (a) an action taken by the election officer that appears to violate the Election Code; (b) irregularities in results in a precinct or at a polling place or early voting polling place; (c) inadequacy or irregularity of documentation required to be maintained under the Election Code; or (d) irregularity or reconciliation results identified in reconciliation reports regarding voters and votes cast; (2) not later than the 20th day after the date a request is received under (1), above, the county clerk or other authority shall provide the requested explanation and any supporting documentation; (3) a requestor who is not satisfied with the explanation and supporting documentation provided under (2), above, may issue a request for further explanation and supporting documentation to the county clerk or other authority; (4) not later than the 10th day after the date a request is received under (3), above, the county clerk or other authority shall provide the requested explanation and any supporting documentation; (5) a requestor who is not satisfied with the explanation and supporting documentation provided by the clerk or other authority may issue a request for an audit to the secretary of state that includes the request submitted to the clerk or other authority and explanations and supporting documentation; (6) not later than the 30th day after the date the secretary of state receives a request for an audit, the secretary must determine whether the information submitted sufficiently explains the irregularity defined in (1), above; (7) if the information submitted by the requestor is insufficient, the secretary of state shall immediately begin an audit of the identified irregularity at the expense of the county or other authority conducting the election; (8) the county clerk or other authority conducting the election shall cooperate with the office of the secretary of state and may not interfere with or obstruct the audit; (9) on conclusion of the audit the secretary of state shall provide notice of the findings of the audit to the person who submitted the request for an audit and the county clerk or other authority conducting the election; (10) the secretary of state, may, in the secretary's discretion, make a determination that a violation of the Election Code has occurred solely on the basis of the evidence submitted under (5), above, without conducting an audit, and shall send notice of the determination to the person who submitted the request for an audit and to the county clerk or other authority conducting the election; (11) if, following an audit, the secretary of state determines that a violation of the Election Code has occurred, the secretary shall appoint a conservator to oversee elections in the county election precinct where the violation occurred and the conservator shall serve for two federal election cycles; (12) in addition to the notice required under (9), above, the secretary of state shall provide special notice to the county clerk or other authority conducting the election detailing any violation of the Election Code found by the secretary; (13) if the county clerk or other authority conducting the election does not remedy a violation detailed in a notice under (12), above, by the 30th day after the date the clerk or other authority receives the notice, the secretary of state shall assess a civil penalty of \$500 for each violation not remedied and, if possible, remedy the violation on behalf of the county clerk or other authority; (14) if the secretary of state is unable to remedy the violation on behalf of the county clerk or other authority, the secretary shall assess an additional penalty under (13), above, for each day the county clerk or other authority does not remedy the violation until the violation is remedied; (15) the secretary of state shall maintain a record of county clerks or other authorities that conduct elections who have been assessed a civil penalty, and shall publish the record on the secretary of state's website; and (16) the attorney general may bring an action to recover a civil penalty that has not been paid, and such penalty collected shall be deposited in the state treasury to the credit of the general revenue fund.

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HB993	Oppose	Other Finance and Administration	Relating to the time for processing a municipal building permit application.	would, among other things: (1) require a city to provide certain notice to an applicant for a building permit, if the city is unable to grant or deny a building permit within 45 days of application; (2) provide that a city may reach a written agreement with an applicant providing for a deadline for granting or denying a building permit that goes beyond the 45 day limit only for a commercial building permit; and (3) prohibit a city from: (a) denying a building permit solely because the city is unable to grant or deny the application within 45 days of the date of application; or (b) requiring an applicant to waive certain requirements.
HB999	Oppose	Elections	Relating to the public inspection of election records.	would, among other things, provide that: (1) an election record that is public information shall be made available to the public during the regular business hours of the record's custodian and not later than ten days after the date the custodian receives a request for public inspection; (2) not later than the 60th day after election day, the general custodian of election records shall make available for public inspection election records that are: (a) original voted ballots; or (b) images of voted ballots, if a county maintains images of voted ballots; (3) the custodian of election records shall adopt procedures to ensure the redaction of any personally identifiable information of the voter contained on a ballot before making the voted ballot available for public inspection; and (4) repeal the provision that allows the custodian of elections to adopt reasonable rules limiting public access to election records for the purpose of safeguarding election records or economizing the custodian's time.
HJR101	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to limit the maximum appraised value of certain commercial real property for ad valorem tax purposes.	
HJR104	Oppose	Property Tax		would amend the Texas Constitution to authorize the legislature to make permanent the temporary 20 percent appraisal cap on real property other than a residence homestead. (See H.B. 1622, above.)
HJR26	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to make permanent the limit on the maximum appraised value of real property other than a residence homestead for ad valorem tax purposes.	
HJR30	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to provide for a limitation on the maximum appraised value for ad valorem tax purposes of certain leased residential real property.	
HJR32	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to limit the maximum appraised value of certain commercial real property for ad valorem tax purposes.	

Bill Number	CODS Position	Category	Description	TML Summary
HJR34	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to exempt from ad valorem taxation the portion of the assessed value of a person's property that is attributable to the installation or construction in or on the property of border security infrastructure.	
HJR36	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to set a lower limit on the maximum appraised value of a residence homestead for ad valorem taxation.	
HJR39	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to set a lower limit on the maximum appraised value of a residence homestead for ad valorem taxation.	
HJR42	Oppose	Property Tax	Proposing a constitutional amendment establishing a limitation on the total amount of ad valorem taxes that certain political subdivisions may impose on the residence homesteads of persons who are disabled or elderly and their surviving spouses.	
HJR43	Oppose	Property Tax	Proposing a constitutional amendment to exempt from ad valorem taxation the total market value of the residence homesteads of certain elderly persons and their surviving spouses.	

Bill Number	CODS Position	Category	Description	TML Summary
HJR45	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to limit the maximum appraised value of real property for ad valorem tax purposes.	
HJR50	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to set a lower limit on the maximum appraised value of a residence homestead for ad valorem taxation.	
HJR53	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to limit the maximum appraised value of real property for ad valorem tax purposes.	
HJR55	Oppose	Property Tax	Proposing a constitutional amendment to increase the amount of the exemption of residence homesteads from ad valorem taxation by a school district.	
HJR56	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to set lower limits on the maximum appraised value of residence homesteads and of real property other than a residence homestead for ad valorem tax purposes and to make permanent the limit on the maximum appraised value of real property other than a residence homestead.	
HJR64	Oppose	Property Tax	Proposing a constitutional amendment to abolish ad valorem taxes.	

Bill Number	CODS Position	Category	Description	TML Summary
HJR66	Oppose	Property Tax	Proposing a constitutional amendment authorizing the legislature to exempt from ad valorem taxation income-producing tangible personal property for a certain period of time.	
HJR99	Oppose	Property Tax	Proposing a constitutional amendment authorizing the legislature to exempt from ad valorem taxation tangible personal property consisting of animal feed held by the owner of the property for sale at retail.	
SB104	Oppose	Elections	Relating to the availability of paper ballots for a person voting by personal appearance.	would provide that: (1) the authority responsible for procuring election supplies shall provide, unless the number of ballots provided to an election precinct is equal to the total number of registered voters in the precinct, the means to print additional paper ballots at each precinct polling place and early voting polling place; (2) an election officer shall provide a paper ballot to a voter who requests a paper ballot; and (3) the secretary of state may prescribe procedures to implement the provisions of (2), above.
SB121	Oppose	Public Safety and Emergency Management	Relating to the right to choose medical treatments and certain control measures and to the imposition of isolation or quarantine control measures.	would, among other things, provide that: (1) before ordering an individual or a group of individuals to implement control measures that involve isolation or quarantine, a health authority must: (a) provide notice of the control measures to the individual or group of individuals; and (b) provide to the individual or group of individuals an opportunity to demonstrate that implementing the control measures is unnecessary; (2) a health authority may not order an individual or a group of individuals to implement control measures described by (1), above, for a period that exceeds five days unless the health authority obtains from a district court of the county in which the individual or group of individuals resides, is located, or is receiving court-ordered health services a court order authorizing the health authority to order the individual or group of individuals to implement the control measures; and (3) in ordering an individual or group of individuals to implement control measures described by (1), above, a health authority to the greatest extent possible must: (a) use the least restrictive means available; (b) allow an individual to isolate or quarantine with other individuals subject to the same court order under (2), above; (c) if the individual subject to the control measure is a minor, allow the individual to isolate or quarantine with the individual's parent, legal guardian, or managing conservator; and (d) allow an individual to isolate or quarantine in the individual's home or with another family member or a friend.
SB131	Oppose	Public Safety and Emergency Management	Relating to the enforcement within this state of certain federal laws for federally declared public health emergencies.	would provide that: (1) a city or its employees may not enforce or provide assistance to a federal agency or official with respect to enforcing a federal statute, order, rule, or regulation that: (a) is enacted or issued in response to a federally declared public health emergency; and (b) imposes a prohibition, restriction, or other regulation that does not exist under state law; (2) a city is ineligible to receive state money from the general revenue fund or a grant program if it through consistent actions or a contract adopts a rule, order, ordinance, or policy under which the city enforces or assists with the enforcement of a federal statute, order, rule or regulation described in (1), above; (3) an individual residing in the city may file a complaint with the attorney general if the individual offers evidence to support an allegation in (1), above; (4) if the attorney general determines that a complaint filed under (3), above, is valid, the attorney general may file a petition for a writ of mandamus or apply for other equitable relief (including court costs, reasonable attorney's fees, investigative costs, witness fees, and deposition costs) in a district court in Travis County or in a county in which the city is located; (5) an appeal of an action brought under (4), above, shall be accelerated and an appellate court shall render its final order or judgment with the least possible delay; and (6) the attorney general shall defend a city in an action by the federal government for an act or omission consistent with this law.
SB134	Oppose	Public Safety and Emergency Management	Relating to agreements between municipalities and counties and United States Immigration and Customs Enforcement to enforce federal immigration law.	would: (1) require the governing body of each city and the commissioners court of each county to request, and as offered, enter into a written agreement with the United States Immigration and Customs Enforcement to authorize officers and employees of the city or county to enforce federal immigration law; (2) require that an agreement under (1), above, include the scope, duration, and limitations of the authority; (3) authorize the Office of Attorney General to bring an action for injunctive relief against a city or county that fails to comply with (1), above, plus recovery of reasonable expenses;

Bill Number	CODS Position	Category	Description	TML Summary
SB141	Oppose	Public Safety and Emergency Management	Relating to the authority of a municipality or a property owners' association to regulate the raising or keeping of chickens.	would, among other things, provide that a city: (1) may not adopt or enforce a regulation prohibiting the raising or keeping of six or fewer chickens on a single-family residential lot; (2) may impose reasonable regulations on the raising or keeping of poultry on a single-family residential lot that do not have the effect of prohibiting the activity, including: (a) a limit on the number of chickens that may be raised or kept in excess of six; (b) a prohibition on poultry breeding; (c) a prohibition on keeping roosters; or (d) the minimum distance between a chicken coop and a residential structure.
SB212	Oppose	Utilities and Environment	Relating to certain public meetings and public hearings concerning permits issued by the Texas Commission on Environmental Quality.	would provide that: (1) if the Texas Commission on Environmental Quality (TCEQ), the executive director, or the applicant for certain permits, permit amendments, or permit renewals, under authority authorizing or requiring a public meeting or public hearing to be held in the county in which the facility or proposed facility that is the subject of the meeting or hearing is located or proposed to be located, holds a public meeting or public hearing concerning the issuance, amendment, or renewal of a permit for a facility or proposed facility, the meeting or hearing must be held: (a) in person; and (b) at a public location: (i) not more than one mile from the location or proposed location of the facility or proposed facility; or (ii) if a public location at which the meeting or hearing may be held does not exist within one mile of the location or proposed location, at a public location as near as practicable to and not more than five miles from the location or proposed location of the facility or proposed facility; and (2) the applicant for the permit, permit amendment, or permit renewal shall pay the cost of a public meeting or public hearing concerning a permit in (1), above.
SB240	Oppose	Community and Economic Development	Relating to regulations and policies for entering or using certain private spaces; authorizing a civil penalty.	
SB244	Oppose	Property Tax	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.	would amend the Texas Constitution to authorize the legislature to reduce the property tax appraisal cap on residence homesteads from ten to five percent. (See
SB265	Oppose	Sales Tax	Relating to the applicability of sales and use taxes to certain services provided by a marketplace provider.	would exclude services provided by a marketplace provider in relation to the processing of a sale or payment for a marketplace seller from the definition of "taxable services" for the purpose of the sales tax.
SB291	Oppose	Community and Economic Development	Relating to the failure to disclose certain appraisal reports by an entity with eminent domain authority in connection with an offer to acquire real property.	would provide that an entity that fails to disclose certain appraisal reports in connection with an offer to acquire real property through eminent domain is liable to the property owner for reasonable attorney's fees incurred by the owner in connection with the entity's acquisition of the owner's property.
SB320	Oppose	Property Tax	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.	
SB321	Oppose	Property Tax	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.	would amend the Texas Constitution to authorize the legislature to exempt all tangible personal property from property taxation. (See

Bill Number	CODS Position	Category	Description	TML Summary
SB363	Oppose	Land Use	Relating to the assessment of damages resulting from the condemnation of property that is subject to a conservation easement.	would provide that when valuing property subject to a conservation easement for the purposes of condemnation, the value of the property being condemned as well as any damages to the owner's remaining property shall be valued based on the property's highest and best use as though the property was not burdened by a conservation easement.
SB385	Oppose	Land Use	Relating to construction standards for certain recreational vehicle parks and campgrounds.	would: (1) adopt certain construction safety standards applicable to certain privately owned and operated recreation vehicle parks or campgrounds on which sites for recreational vehicles, recreational park trailers, or other camping units are offered primarily for use by the public for overnight stays; and (2) prohibit a city from adopting a policy, rule, ordinance, or order that regulates environmental health and sanitation, electrical distribution system safety, liquefied petroleum gas storage and dispensing safety, or fire protection, if the policy, rule, ordinance, or order imposes more stringent standards than those adopted in (1), above.
SB393	Oppose	Land Use	Relating to the authority of a political subdivision to issue debt to purchase or lease tangible personal property.	would prohibit a political subdivision, including a city, from issuing a public security to purchase or lease tangible personal property if the expected useful life of the property for the purpose of calculating depreciation deductions ends before the maturity date of the public security.
SB459	Oppose	Property Tax	Relating to the exemption of tangible personal property from ad valorem taxation; making conforming changes.	would amend the Texas Constitution to authorize a political subdivision other than a school district to adopt a property tax freeze on the residence homestead of individuals who are elderly or disabled and their surviving spouses. (Note: Cities already have this authority. S.J.R. 26 would expand the authority to additional political subdivisions that levy property taxes.) (See
SB477	Oppose	Property Tax	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.	would, among other things: (1) provide that the appraised value of a residence homestead for a tax year is equal to the market value of the property for the first tax year that the owner qualified the property for a homestead exemption; (2) provide that if the owner acquired the property as a purchaser, the appraised value of the property is equal to the purchase price; and (3) require an owner of property to apply for the appraisal cap under (1), above, using an application form prescribed by the comptroller that includes, among other information, the purchase price of the property paid by the applicant.
SB50	Oppose	Open Government	Relating to maintenance and production of electronic public information under the public information law.	would, among other things, provide that: (1) public information for purposes of the Public Information Act (PIA) includes data dictionary or other indicia of the type or category of information held in the applicable field of a database, other than metadata that directly implicates database security; (2) if a request for public information applies to electronic public information (public information produced and maintained in an electronic spreadsheet or database that is searchable or sortable) and the requestor requests the electronic public information in a searchable or sortable format, a governmental body shall: (a) provide an electronic copy of the requested electronic public information in the searchable or sortable format requested using computer software the governmental body uses to access, support, program, manipulate, or otherwise manage the governmental body's information; (b) if the requestor prefers, provide a copy of electronic public information in the form of a paper printout; (3) a governmental body may not refuse to provide a copy of electronic public information on the grounds that exporting the information or redacting excepted information will require inputting range, search, filter, report parameters, or similar commands or instructions into the governmental body's computer system if the commands or instructions can be executed with computer software the governmental body uses in the ordinary course of business to access, support, or otherwise manage the information; (4) if a requestor requests that a copy of electronic information be provided in the format in which the governmental body maintains information or in a standard export format such as a flat file electronic American Standard Code for Information Interchange (ASCII), the governmental body shall provide the copy if the computer programs the governmental body uses support exporting the information in that format; (5) the copy of electronic information provided to the requestor under (4), above, shall: (a) be in the requested format or in another format acceptable to the requestor; and (b) on suitable electronic media; (6) if electronic public information is maintained by a governmental body in a format that is: (a) searchable but not sortable, the governmental body shall provide an electronic copy of the information in a searchable format; or (b) sortable, the governmental body shall provide an electronic copy of the information in a sortable format; (7) governmental body shall use reasonable efforts to ensure that a contract the governmental body enters into for the creation and maintenance of electronic public information does not impair the public's ability to inspect or copy the information or make the information more difficult for the public to inspect or copy than records the governmental body maintains; and (8) the provision related to responding to requests for information that require programming or manipulation shall be repealed.
SB541	Oppose	Community and Economic Development	Relating to cottage food production operations.	would, among other things, provide that a local government authority, including a city, may not: (1) require a cottage food production operation to obtain any type of license or permit or pay any fee to sell certain foods directly to a consumer or vendor; or (2) employ or continue to employ a person who knowingly requires or attempts to require a cottage food production operation to obtain a license or permit in violation of (1), above. (Companion bill is H.B. 520 by Goodwin.)

Bill Number	CODS Position	Category	Description	TML Summary
SB599	Oppose	Other Finance and Administration	Relating to the authority of a political subdivision to regulate a licensed child-care facility or registered family home.	would prohibit a political subdivision from adopting or enforcing an ordinance, order, or other measure that requires a licensed child-care home or family home registered or listed in state law to comply with health and safety standards that exceed those set forth in statute or by rule of the Texas Health and Human Services Commission.
SB617	Oppose	Community and Economic Development		would, among other things, provide that: (1) a city may not approve the conversion of city property to provide housing to homeless individuals unless the city holds a public hearing not less than 90 days before the conversion begins; (2) the hearing must be held at a location within one mile of the property; and (3) the city must provide notice of the hearing by mail to each residence and business located within a one-mile radius of the property.
SB673	Oppose	Land Use	Relating to regulation of accessory dwelling units by political subdivisions.	would: (1) define "accessory dwelling unit" (ADU) to mean a residential housing unit that is: (a) located on any lot that is either not zoned or is zoned for single-family or duplex homes; (b) independent or detached from the primary dwelling unit; and (c) a complete and independent living facility for at least one individual; (2) prohibit a city from adopting or enforcing a regulation that: (a) prohibits an owner from building or leasing an ADU; (b) requires owner occupancy of the primary dwelling unit; (c) requires additional parking for ADUs on a lot that: (i) was platted before 1965; (ii) is less than 7,000 square feet; or (iii) is located within 1,320 feet of a public transit line; (d) requires a minimum lot size for an ADU larger than that required for: (i) a single-family home or duplex; or (ii) an ADU on September 1, 2025, if notice of ADU construction is required by the city; (e) requires setbacks larger than five feet for an ADU; (f) prevents an owner from converting an existing structure into an ADU due to the current structure's setbacks; (g) applies the city's growth, density, or bulk limitations to an ADU; (h) limits ADU square footage to either: (i) 50 percent of the square footage of the primary dwelling unit; or (ii) 800 square feet; (i) regulates certain design aspects of the ADU; (j) limits ADU height to 14 feet; (k) charges an impact fee for the ADU unless the ADU requires a: (i) larger meter or connection to serve the primary dwelling unit; or (ii) new meter or connection for the ADU; (l) charges any additional fee or exaction, including a parkland or right-of-way dedication; (m) imposes ADU occupancy restrictions based on age or employment relationship with the primary dwelling unit owner; (n) prohibits construction of an ADU: (i) due to open space or impervious cover restrictions; or (ii) in accordance with the current residential building code; or (o) prohibits an ADU based on its physical orientation on the lot with respect to the primary dwelling if space allows for that orientation; (3) authorize a city to: (a) generally apply its height and front setback limitations, site plan review, and other generally applicable zoning requirements to ADU construction; (b) publish ADU plans, building codes, and design standards; (c) allow ADUs on a lot: (i) containing a historic structure; or (ii) that is located in an area that is used to implement a water conservation plan or subject to a certain Texas Water Development Board standard; (d) apply the city's short term rental regulations to an ADU; (e) prohibit sale of the ADU separately from the primary dwelling unit, except under certain circumstances; (f) apply parking regulations which do not require more than one parking space per ADU or regulate the placement or adequacy of parking; (4) require a city that requires a permit to construct an ADU to: (a) process the permit application ministerially without discretion or a hearing; (b) consider only whether the application satisfies applicable building codes, design standards, and fire codes; and (c) approve or deny the application not later than the 60th day after submission; (5) deem an application to be automatically approved if it is not denied on or before the 60th day after submission; and (6) allow a property owner to bring a cause of action against a city for violations.
SB76	Oppose	Elections	Relating to elimination of the countywide polling place program.	would, among other things, repeal the provisions that allow for use of countywide polling places in elections.
SB785	Oppose	Land Use	Relating to the regulation of new HUD-code manufactured housing.	would: (1) prohibit a city from unreasonably regulating or restricting the installation of a new HUD-code manufactured home; (2) prohibit a city from requiring a specific use permit for a new HUD-code manufactured home; (3) require a city with zoning regulations to permit the installation of a new HUD-code manufactured home under at least one residential zoning classification or type of residential zoning district; and (4) prohibit a city from adopting zoning regulations that directly or indirectly prohibit HUD-code manufactured homes in all residential areas of the city. (Companion bill is H.B. 1835 by Guillen.)
SB776	Oppose	Other Finance and Administration	Relating to the award of compensatory damages caused by certain delays under governmental construction contracts.	

Bill Number	CODS Position	Category	Description	TML Summary
SB80	Oppose	Other Finance and Administration	Relating to the Texas Sovereignty Act.	would, among other things: (1) establish the Joint Legislative Committee on Constitutional Enforcement (JLCCE); (2) provide for the JCCLE's membership and powers, including declaring a federal action unconstitutional; (3) provide that a federal action declared unconstitutional by the JCCLE has no legal effect in this state and may not be recognized by this state or a political subdivision of this state as having legal effect; (4) prohibit the state and a political subdivision of the state from spending public money on a federal action declared to be unconstitutional by the JCCLE; and (5) provide that a person authorized to enforce state law may enforce such laws against a person who attempts to implement or enforce a federal action declared unconstitutional by the JCCLE.
SB84	Oppose	Other Finance and Administration	Relating to the definition and use of the terms "male" and "female" for purposes of certain government documents.	would require that all government documents, policies, surveys, questionnaires, reports, publications, notices, or other written or electronic material reference only male or female when requesting or providing information regarding a person's sex.
SJR21	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to set a lower limit on the maximum appraised value of a residence homestead for ad valorem taxation.	
SJR22	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to set a lower limit on the maximum appraised value of a residence homestead for ad valorem taxation.	
SJR23	Oppose	Property Tax	Proposing a constitutional amendment to authorize the legislature to set a lower limit on the maximum appraised value of real property other than a residence homestead for ad valorem tax purposes and to postpone the expiration of the limit.	
SJR25	Oppose	Property Tax	Proposing a constitutional amendment exempting tangible personal property from ad valorem taxation.	
HB1002	Watch	Elections	Relating to the disposition of certain election records.	

Bill Number	CODS Position	Category	Description	TML Summary
HB1006	Watch	Land Use	Relating to the amendment of restrictive covenants applicable to certain subdivisions.	
HB1018	Watch	Utilities and Environment	Relating to the establishment of a certification program for public work contracting purposes for operators of certain facilities that emit air contaminants.	would: (1) direct the Texas Commission on Environmental Quality (TCEQ) to establish a certification program for operators of facilities that have been issued a permit or an authorization to use a permit for: (a) the production of aggregates; or (b) the operation of a concrete plant that performs wet batching, dry batching, or central mixing;
HB1007	Watch	Elections	Relating to the security of election systems.	would, among other things, provide that: (1) an election system that is capable of being connected to the Internet or any other computer network may not be used, except for the use of a visible wired connection to an isolated local area network within the building; and (2) equipment used in the operation of a voting system must have a documented chain of custody and be stored in a locked facility with video surveillance monitoring the storage facility at all times.
HB1008	Watch	Elections	Relating to the systems used in a central counting station.	would provide that an authority operating a central counting station may not purchase or use a ballot scanner unless the ballot scanner can only use a data storage device on which information, once written, is incapable of being modified without
HB1019	Watch	Personnel	Relating to requiring political subdivisions of this state to participate in the federal electronic verification of employment authorization program, or E-verify.	would: (1) require a political subdivision, including a city, to register and participate in the E-verify program to verify information of all new employees; and (2) provide that an employee of a political subdivision who is responsible for verifying information of new employees of the political subdivision as required by (1), above, is subject to immediate termination of employment if the employee fails to comply with (1), above.
HB1053	Watch	Property Tax	Relating to the text of municipal ballot propositions on the issuance of bonds.	would provide that a ballot proposition to approve bonds issued by a city that would add or increase taxes must include the statement "THIS IS A TAX INCREASE."
HB1035	Watch	Personnel	Relating to the criteria for a local option exemption from ad valorem taxation by a county or municipality of all or part of the appraised value of real property used to operate a child-care facility.	would extend the eligibility for the local option property tax exemption for a child-care facility to leased property when the property is subject to a net lease under which the lessee is directly responsible for the payment of property taxes imposed on the property.
HB1045	Watch	Personnel	Relating to health benefit plan coverage of treatment for chemical dependency.	
HB1047	Watch	Personnel	Relating to the designation of certain optional holidays.	
HB1050	Watch	Utilities and Environment	Relating to the award of attorney's fees in certain suits involving a groundwater conservation district.	

Bill Number	CODS Position	Category	Description	TML Summary
HB1051	Watch	Personnel	Relating to health benefit plan coverage of telemedicine, teledentistry, and telehealth services provided by only synchronous or asynchronous audio interaction.	
HB1052	Watch	Personnel	Relating to health benefit plan coverage of telemedicine, teledentistry, and telehealth appointments with an originating site or distant site located outside this state.	
HB1058	Watch	Elections	Relating to the eligibility requirements to serve as an election watcher.	
HB1069	Watch	Personnel	Relating to the classification of certain construction workers and the eligibility of those workers for unemployment benefits; providing an administrative penalty.	would, among other things: (1) require a contractor to properly classify each individual providing construction services as either an employee or an independent contractor in accordance with Texas Workforce Commission (TWC) rules; (2) provide an exception for services performed by an individual in the employ of, among others, a political subdivision or an instrumentality of a political subdivision that is wholly owned by one or more states, political subdivisions, or Indian tribes, provided that the services are excluded from employment in certain circumstances under the Federal Unemployment Tax Act; and (3) provide that if the TWC determines that a contractor has violated (1), above, the TWC shall provide notice of the violation to each governmental entity that the TWC reasonably believes has received construction services provided by the contractor.
HB1075	Watch	Community and Economic Development	Relating to a cause of action for drag performances performed in the presence of a minor.	
HB1076	Watch	Land Use	Relating to the unauthorized entry, occupancy, sale, rental, lease, advertisement for sale, rental, or lease, or conveyance of real property, including the removal of certain unauthorized occupants of a dwelling; creating criminal offenses; increasing a criminal penalty; authorizing a fee.	
HB1091	Watch	Elections	Relating to practices and procedures for an early voting ballot voted by mail.	would, among other things, provide that: (1) the deadline to submit an application for ballot by mail or an application for an annual ballot by mail is no later than the 15th day before election day; (2) a carrier envelope contained a marked ballot voted by mail that is delivered by mail or common or contract carrier must: (a) arrive at the address on the carrier envelope not later than 5 p.m. on the day before election day; and (b) be placed for delivery by mail or common or contract carrier or a courier on or before the fourth day before election day;

Bill Number	CODS Position	Category	Description	TML Summary
HB1111	Watch	Personnel	Relating to the prohibition of certain discrimination based on sexual orientation or gender identity or expression; providing an administrative penalty.	would, among other things, provide that an employer, including a city, may not discriminate against a person on the basis of sexual orientation or gender identity or expression.
HB1125	Watch	Personnel	Relating to prohibited provisions in a settlement agreement between a governmental agency and employee regarding a claim or complaint involving sexual assault or certain unlawful conduct based on sex.	would provide that: (1) a settlement agreement between a governmental agency and the agency's employee related to a claim filed in a civil action or a complaint filed in an administrative action involving a sexual assault or an unlawful employment practice based on sex may not contain a provision that prevents the disclosure of factual information related to the claim or complaint unless the provision is requested by the employee; (2) a provision in a settlement agreement prohibited by (1), above, is void and unenforceable as against public policy; and (3) the provision under (1), above, does not prohibit the entry or enforcement of a provision in a settlement agreement that prevents the disclosure of the amount paid to settle the claim or complaint.
HB1128	Watch	Elections	Relating to the applicability to election judges of a prohibition on the carrying of a concealed handgun at a polling place.	would provide that a person may carry a concealed handgun on the premises of a polling place on election day or while early voting is in progress if the person: (1) is licensed to carry a handgun; and (2) is engaged in the performance of the person's duties as: (a) an election judge; or (b) an early voting clerk or a deputy early voting clerk who is serving as an election judge at an early voting polling place.
HB1133	Watch	Land Use	Relating to the authority of a property owners' association to prohibit or regulate certain swim instruction provided in a pool on an owner's or resident's property.	
HB1144	Watch	Public Safety and Emergency Management	Relating to state and local government disaster preparedness.	would: (1) expand the model guide for local officials regarding disaster response and recovery required to be developed by the Texas Department of Emergency Management to include planning practices for developing and reviewing local and interjurisdictional emergency management plans to ensure: (a) the needs of the community's vulnerable populations, including persons with disabilities, persons who are homeless, and low-income households, are accurately identified; (b) the emergency management plans address the needs in (a), above; and (c) the community resources that vulnerable populations
HB1142	Watch	Personnel	Relating to coverage for mental health conditions and substance use disorders under certain governmental health benefit plans.	
HB1177	Watch	Utilities and Environment	Relating to the creation of the criminal offense of diverting or impounding the flow of surface water in a manner that damages the property of another by the overflow of the water diverted or impounded.	would: (1) create a criminal offense for diverting or impounding the natural flow of surface waters or permitting a diversion or impoundment by them to continue, in a manner that damages the property of another by the overflow of the water diverted or impounded; and (2) provide a defense to prosecution if an actor filled the mouth of a gully or slough up to the height of the adjoining banks of a river or creek as allowed under state law.

Bill Number	CODS Position	Category	Description	TML Summary
HB1164	Watch	Personnel	Relating to the prohibition of certain discrimination; authorizing civil penalties.	
HB1191	Watch	Personnel	Relating to inquiries about and the consideration of criminal history record information regarding an applicant for employment.	would provide that: (1) an employer, including a city, may not include a question regarding an applicant's criminal history record information on an initial employment application form; (2) an employer may inquire into or consider an applicant's criminal history record information after the employer has: (a) determined that the applicant is otherwise qualified; and (b) conditionally offered the applicant employment or invited the applicant to an interview; and (3) the provisions in (1) and (2), above, do not apply to an applicant for a position for which consideration of criminal history record information is required by law.
HB1223	Watch	Open Government	Relating to the publication of a line-item budget by school districts and municipalities.	would, among other things, require a city to prepare its proposed budget and final budget in line-item form.
HB1207	Watch	Personnel	Relating to conditions applicable to health benefit plan coverage of in vitro fertilization procedures.	
HB1228	Watch	Land Use	Relating to municipal and county permitting requirements to conduct certain repairs on residential buildings.	would provide, among other things that: (1) a city shall allow an owner of a damaged residential building to immediately begin to repair to the building if: (a) the owner applies for an emergency permit; and (b) the repairs are necessary to protect public safety, prevent further damage to the building, or protect the overall structural integrity of the building; (2) an owner of a residential building may apply for an emergency permit to conduct repairs by filing an application not later than the third business day after the later of the date the repairs commence or the date the city is able to accept the application;
HB1232	Watch	Open Government	Relating to the reporting of violations of law under the whistleblower protection laws.	would prohibit a state or local government entity from suspending or terminating the employment of, or taking other adverse personnel action against, a public employee who in good faith reports a violation of law by an elected official of the employing governmental entity.
HB1231	Watch	Open Government	Relating to public access to personal financial statements filed by public officials and candidates.	
HB1243	Watch	Property Tax	Relating to the authority of spouses who occupy separate properties as their principal residences to each qualify the property in which they reside as their residence homestead for ad valorem tax purposes.	would permit individuals married to each other who reside in different homes to each claim a residence homestead exemption for the property that is the principal residence of each spouse.
HB1241	Watch	Utilities and Environment	Relating to the installation of conduit by the Texas Department of Transportation in the state highway system.	would, among other things, provide that for each road construction or reconstruction project in a part of the state highway system in which telecommunications conduit has not been installed under the improved portion of the highway, the Texas Department of Transportation shall: (1) provide for the installation of telecommunications conduit as part of the project at intervals not to exceed: (a) one mile in an unincorporated area; and (b) 500 feet in an incorporated area; and (2) ensure that access points to the conduit are provided at each interval described by (1), above, to facilitate use by a telecommunications provider.

Bill Number	CODS Position	Category	Description	TML Summary
HB1244	Watch	Property Tax	Relating to the eligibility of land to continue to be appraised for ad valorem tax purposes as qualified open-space land following a transfer to a person who uses the land in materially the same way as the former owner and to late applications for such appraisal filed by the new owner of the land.	would: (1) provide that land that was eligible for agricultural appraisal remains eligible after a change in ownership if the new owner uses the land in materially the same way it was used in the preceding year and the use is conducted by the same individuals who conducted the use in the preceding year; and (2) require the chief appraiser to accept an application for agricultural appraisal after the deadline if the land was appraised as agricultural land in the preceding year, the new owner uses the land in materially the same way as the former owner, and the application is received not later than the first anniversary of the date ownership of the land was transferred.
HB1246	Watch	Public Safety and Emergency Management	Relating to the authority of sheriffs and constables to enter into contracts to provide law enforcement services and county financial authority in relation to sheriffs and constables.	would provide, among other things, that a county sheriff or constable may enter into a contract with a property owners' association or an owner of land in a subdivision to provide law enforcement services in the sheriff's county: (1) in and near the area managed or regulated by the association or the area owned by the owner; and (2) to the persons residing in or visiting an area described in (1), above.
HB1252	Watch	Sales Tax	Relating to an exemption from sales and use taxes for purchases up to a certain amount.	
HB1256	Watch	Property Tax	Relating to the authority of a county commissioners court to adopt an exemption from ad valorem taxation by each taxing unit that taxes the property of the portion of the appraised value of a person's property that is attributable to the installation in or on the property of certain water conservation systems.	would: (1) authorize the county commissioners court to adopt an exemption from taxation of the portion of the appraised value of a person's property that is attributable to the installation in or on the property of a rainwater harvesting or graywater system; and (2) provide that the exemption in (1), above, would be applicable to the taxation by each taxing unit that taxes the property. (See H.J.R. 88, below.)
HB1262	Watch		Relating to the purpose of and programs administered by the Texas State Affordable Housing Corporation.	
HB1263	Watch	Elections	Relating to the verification of citizenship of an applicant for voter registration.	
HB1288	Watch	Transportation	Relating to discretionary funding decisions of the Texas Transportation Commission.	would repeal a statute limiting the Department of Transportation's discretionary funding decision to no more than ten percent of its then-current biennial budget.

Bill Number	CODS Position	Category	Description	TML Summary
HB1284	Watch	Property Tax	Relating to the duty of an appraisal review board to determine a motion or protest filed by a property owner and the right of the owner to appeal the board's determination.	
HB1280	Watch	Personnel	Relating to prohibiting governmental discriminatory practices as well as submissions and trainings that could lead to discriminatory treatment of individuals because of personal identity characteristics including an individual's race, color, ethnicity, sex, national origin or religion and the establishment of remedies and penalties for discriminatory treatment.	would, among other things: (1) define "prohibited discriminatory practice," among other things: (a) as engaging in or maintaining a policy, procedure, practice, program, office, initiative, or required training that, based on an individual's personal identity characteristics promotes the differential treatment of an individual; or (b) engaging in or maintaining a policy, procedure, practice, program, office, initiative, or required training that, among other things, asserts that an individual, by virtue of the individual's personal identity characteristics, is inherently privileged, oppressed, racist, sexist, oppressive, or a victim, whether consciously or unconsciously; or asserts that an individual, by virtue of the individual's personal identity characteristics, bears responsibility for actions committed in the past by other individuals with the same personal identity characteristics; (2) define "prohibited submission" as a submission, statement, or document that relates to a policy, program, or initiative regarding: (a) anti-racism; (b) bias; (c) critical race theory; (d) implicit bias; (e) intersectionality; (f) prohibited discriminatory practice, as that term is defined in the bill; or (g) racial privilege; (3) define "prohibited training" as a mandatory instructional program and related materials that require employees, prospective employees, to attend that promote prohibited discriminatory practices as that term is defined in the bill; (3) provide that a governmental employer, including a city, may not: (a) engage in prohibited discriminatory practices; (b) establish or maintain an office, division, employment position, or other unit of an institution established to implement, develop, plan, or promote campus policies, procedures, practices, programs, or initiatives, regarding prohibited discriminatory practices; or (c) employ or assign an employee or a third-party whose duties for an institution include coordinating, creating, developing, designing, implementing, organizing, planning, or promoting policies, programming, training, practices, activities, and procedures relating to prohibited discriminatory practices; (4) provide that a governmental employer may not require, request, solicit, or compel a prohibited submission as a certification or condition before taking action with respect to, among other things, employment; (5) prohibit a governmental employer, including a city, from requiring prohibited training; (6) create a cause of action to enforce the bill and provide for attorney's fees; and (7) create a criminal misdemeanor offense if a person, on behalf of a governmental employer, (a) knowingly engages in, promotes or facilitates a discriminatory practice; or (b) knowingly requests or requires a person to produce or provide a prohibited submission; or (c) knowingly conducts, promotes or facilitates a prohibited training.
HB1298	Watch	Elections	Relating to the days and hours during which the polls are open for early voting by personal appearance.	would, among other things, provide that: (1) an authority ordering an election may order early voting by personal appearance at the main early voting polling place to be conducted during an extended early voting period beginning the 19th day before election day and continuing for any number of consecutive days up to and including the third day before election day; and (2) an authority that orders early voting during an extended early voting period shall order personal appearance voting at the main early voting polling place to be conducted for at least 12 hours on any weekday or Saturday and for at least five hours on any Sunday of the extended early voting period.
HB1308	Watch	Personnel	Relating to employment practices of governmental entities, state contractors, and private employers in this state regarding the legal status of employees, including requiring participation in the federal electronic verification of employment authorization program, or E-verify program, and authorizing the suspension of certain licenses held by private employers for certain conduct in relation to the employment of persons not lawfully present.	would provide that: (1) a governmental entity, including a city: (a) shall register and participate in the E-verify program to verify information of all new employees; and (b) may not knowingly hire, employ, recruit or refer for a fee a person not lawfully present in the United States; (2) a person who has reasonable belief that a governmental entity violated (1), above, may report the allegation to the attorney general; (3) a governmental entity is ineligible to receive state grant funding if: (a) the entity fails to submit to the attorney general required information in response to the attorney general's investigation; or (b) the attorney general determines that required corrective action taken in response to the attorney general's investigation did not cure the entity's violation; (4) the comptroller shall maintain a list of governmental entities identified by the attorney general for purposes of ensuring that an entity included in the list does not receive grant funding from the state; and (5) any verification form or electronic process used by an employer to report wages paid by the employer for purposes of unemployment compensation shall require the employer to certify the employer's compliance with (1), above.

Bill Number	CODS Position	Category	Description	TML Summary
HB1309	Watch	Property Tax	Relating to the applicability of the law governing the provision of state aid to certain local governments disproportionately affected by the granting of ad valorem tax relief to disabled veterans and to the effect of the receipt of such aid on the maintenance and operations ad valorem tax rate of a local government.	would: (1) provide that, for purposes of the law governing the provision of state aid to certain local governments disproportionately affected by the granting of property tax relief to disabled veterans, the term "local government" includes a city located in a county in which a United States military installation is wholly or partly located; and (2) prohibit a city that received a state aid payment described in (1), above, in the preceding year from adopting a maintenance and operations tax rate that is greater than the rate adopted in the preceding year.
HB1318	Watch	Utilities and Environment	Relating to a certificate of public convenience and necessity to provide water or sewer service in an area incorporated or annexed by a municipality.	would, among other things, provide that, when a city annexes property and the municipally owned utility (MOU) seeks a certificate of convenience and necessity for water or sewer for the annexed area, the Public Utility Commission shall determine in its order granting the certificate to the MOU the adequate and just compensation to be paid for the transferred property and damages to or adverse effects on property remaining in the ownership of the retail public utility after single certification.
HB1312	Watch	Elections	Relating to a person submitting proof of citizenship to verify eligibility to vote in Texas.	
HB1321	Watch	Elections	Relating to electronic voter registration.	
HB1351	Watch	Personnel	Relating to employment leave for certain family or medical obligations.	would create a state family and medical leave law that, among other things: (1) requires an employer, including a city, to provide an employee who has been employed for at least one year not less than 30 days of leave for specific family and medical reasons; (2) creates a wage replacement fund administered by the Texas Workforce Commission that is funded by an assessment on each employee's wages in an amount equal to one quarter of one percent of the employee's average monthly pay; (3) provides that if an employer provides paid sick leave to its employees, an employee is entitled to use such paid leave for the specific family and medical reasons described in (1), above, in an amount not to exceed the lesser of the paid leave or 30 days; (4) provides that if an employer does not provide paid leave to its employees, or provides paid leave that may not be used for the specific family and medical reasons described in (1), above, the employee is entitled to wage replacement benefits for leave taken for such reasons; and (5) provides that an employer may not interfere with an employee's attempt to take leave, discharge an employee or otherwise discriminate against an individual for opposing an practice made unlawful by the bill, or discriminate or discharge an employee for exercising the employee's rights to leave.
HB1335	Watch	Utilities and Environment	Relating to underground facility safety.	
HB1342	Watch	Land Use, Other Finance and Administration	Relating to the issuance of private activity bonds for qualified residential rental projects.	
HB1349	Watch	Land Use	Relating to property owners' associations, including condominium unit owners' associations.	

Bill Number	CODS Position	Category	Description	TML Summary
HB1362	Watch	Personnel	Relating to eligibility for unemployment compensation for employees who leave the workplace due to sexual harassment.	would allow an individual to qualify for unemployment benefits if the individual involuntarily leaves the workplace because of sexual harassment and: (1) reports the sexual harassment to the individual's employer or a law enforcement agency; or (2) files a sexual harassment complaint with the Texas Workforce Commission or the Equal Employment Opportunity Commission.
HB1363	Watch	Municipal Court	Relating to implicit bias training for justices and judges of state courts, judicial officers, certain court personnel, and attorneys licensed to practice law in this state.	would, among other things, require municipal court judges and any judicial officer and court personnel who interact with the public on matters before a court to complete an implicit bias training course every two years.
HB1370	Watch	Property Tax	Relating to an exemption from ad valorem taxation of the amount of the appraised value of real property that arises from the use of xeriscape on the property.	would provide that a person is entitled to an exemption from taxation of the amount of the appraised value of real property owned by the person that arises from the use of xeriscape on the property. (See H.J.R. 97, below.)
HB1367	Watch	Property Tax	Relating to the authority of the commissioners court of a county to adopt an exemption from ad valorem taxation by the county of a portion, expressed as a dollar amount, of the appraised value of an individual's residence homestead.	
HB1385	Watch	Community and Economic Development	Relating to the labeling of beef and beef products; providing a civil penalty.	
HB1392	Watch	Property Tax	Relating to the postponement of the delinquency date for a payment of ad valorem taxes imposed by a taxing unit if the office of the collector for the taxing unit is closed on the delinquency date.	
HB1399	Watch	Property Tax	Relating to an exemption from ad valorem taxation of tangible personal property consisting of animal feed held by the owner of the property for sale at retail.	would exempt from the property tax tangible personal property consisting of animal feed that is exempt from the sales tax if the property is held by the owner for sale at retail. (See H.J.R. 99, below.)
HB1398	Watch	Transportation	Relating to signs posted under the memorial sign program for victims of certain vehicle collisions.	

Bill Number	CODS Position	Category	Description	TML Summary
HB1374	Watch	Community and Economic Development	Relating to the labeling of beef, pork, beef products, and pork products; providing a civil penalty.	
HB1431	Watch	Community and Economic Development	Relating to the prohibited manufacture, processing, possession, distribution, offer for sale, and sale of cell-cultured protein.	
HB1432	Watch	Land Use	Relating to restrictive covenants regulating certain landscaping and water conservation practices.	
HB1439	Watch	Elections	Relating to early voting by mail.	would, among other things, provide that: (1) a person eligible for early voting by mail because of a disability or confinement for childbirth, or because the person is a member of the United States armed forces or the member's family member, may cast a ballot using an accessible absentee mail system (an electronic system, including software, used for the sole purpose of enabling any voter to mark the voter's ballot and print and submit the ballot in the manner required by law for a ballot marked by the voter); (2) a person eligible to vote by mail because of a disability or confinement for childbirth may request, by e-mail, mail in ballot materials from the appropriate early voting clerk; (3) the early voting clerk shall grant a request for the e-mail transmission of balloting materials if: (a) the requestor has submitted a valid application for a ballot to be voted by mail; (b) the requestor provides an e-mail address with the request; (c) the request is submitted on or before the seventh day before the date of the election;

Bill Number	CODS Position	Category	Description	TML Summary
HB1453	Watch	Other Finance and Administration	Relating to the issuance of anticipation notes and certificates of obligation by certain local governments.	<p>would, among other things:</p> <ol style="list-style-type: none"> 1. prohibit the governing body of an issuer, including a city council, from authorizing an anticipation note to pay a contractual obligation to be incurred if a bond proposition to authorize bonds for the same purpose was submitted to the voters during the preceding five years and failed to be approved; 2. allow the governing body of an issuer to authorize an anticipation note that the governing body is otherwise prohibited from authorizing under Number 1, above, if the note is issued: (a) to mitigate the impact of a public health emergency in the jurisdiction of the issuer that poses an imminent danger to the physical health or safety of the residents of the issuer; or (b) to finance the cleanup, mitigation, or remediation of a natural disaster in the jurisdiction of the issuer subject to a state of disaster declared by the governor or the presiding officer of the governing body of an issuer; 3. prohibit a city from issuing a certificate of obligation (CO) for the following types of public improvements: (a) a public safety facility, including a police station, fire station, emergency shelter, jail, or juvenile detention facility; (b) a judicial facility; (c) an administrative office building housing the governmental functions of the city or county; (d) an animal shelter; (e) a library; (f) a park or recreation facility that is generally accessible to the public and is part of the city or county park system; (g) the rehabilitation, expansion, reconstruction, or maintenance of an existing stadium, arena, civic center, convention center, or coliseum that is owned and operated by the city or county or by an entity created to act on behalf of the city or county; (h) constructing or equipping a jail; and (i) constructing a bridge that is part of or connected to a county road or an approach to such a bridge; 4. allow the governing body of an issuer to authorize a CO only as necessary to pay a contractual obligation, or professional services associated with an obligation, to be incurred for the construction, renovation, repair, or improvement of a public work that the governing body determines is necessary to: (a) comply with a state or federal law or rule, but only if the issuer has been officially notified of noncompliance with the law or rule; (b) to mitigate the impact of a public health emergency in the jurisdiction of the issuer that poses an imminent danger to the physical health or safety of the residents of the issuer, so long as the governing body adopts a resolution describing the conditions and circumstances of the public health emergency and makes a determination that the emergency exists; (c) to finance the cleanup, mitigation, or remediation of a natural disaster in the jurisdiction of the issuer subject to a state of disaster declared by the governor or the presiding officer of the governing body of an issuer; or (d) to comply with a court order; 5. provide that, if necessary because of a change order for a contractual obligation incurred for the construction, renovation, repair, or improvement of a public work, the governing body of an issuer may authorize the issuance of COs in an amount not to exceed 15 percent of the contractual obligation; 6. require the governing body of an issuer that authorizes the issuance of COs to enter into a contract for the construction, renovation, repair, or improvement of a public work for which the issuance is authorized not later than the 180th day after the date the governing body authorizes the issuance; 7. prohibit a city from issuing a CO for the payment of contractual obligations to be incurred in restoring historic structures; 8. reduce the maturity period of a CO from 40 years to 30 years; 9. prohibit the governing body of an issuer from authorizing certificate of obligation to pay a contractual obligation to be incurred if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding five years and failed to be approved; 10. allow the governing body of an issuer to authorize a CO that the governing body is otherwise prohibited from authorizing under Number 9, above, if the note is issued: (a) to mitigate the impact of a public health emergency in the jurisdiction of the issuer that poses an imminent danger to the physical health or safety of the residents of the issuer; or (b) to finance the cleanup, mitigation, or remediation of a natural disaster in the jurisdiction of the issuer subject to a state of disaster declared by the governor or the presiding officer of the governing body of an issuer; and 11. lower the protest petition threshold to force an election on the issuance of a CO from five percent of the qualified voters of the issuer to two percent of the registered voters of the issuer.
HB1485	Watch	Sales Tax	Relating to the repeal of or limitations on certain state and local taxes, including school district maintenance and operations ad valorem taxes, the enactment of state and local value added taxes, and related school finance reform; imposing taxes.	<p>would, among other things, repeal local sales and use taxes and authorize a political subdivision that was authorized to impose a sales and use tax to impose a value added tax not to exceed two percent.</p>

Bill Number	CODS Position	Category	Description	TML Summary
HB1462	Watch	Land Use	Relating to the authority of certain counties to regulate junkyards, automotive wrecking and salvage yards, and recycling businesses.	
HB1463	Watch	Land Use	Relating to the manufacture, transportation, storage, and disposal of new and scrap tires; authorizing a fee.	
HB1464	Watch	Personnel	Relating to a prescription drug purchasing pool for certain health benefit plan issuers and employers.	
HB1471	Watch	Personnel	Relating to the designation of Diwali and Dashain as optional holidays.	
HB1476	Watch	Elections	Relating to a ballot option to not vote for any candidate.	
HB1477	Watch	Elections	Relating to preparing and delivering precinct election returns; increasing a criminal penalty.	
HB1478	Watch	Elections	Relating to the failure of a voter registrar to comply with voter registration laws.	
HB1513	Watch	Utilities and Environment	Relating to the location and operation of certain concrete batch plants.	would, among other things: (1) require the Texas Commission on Environmental Quality (TCEQ) to adopt rules prohibiting the operation of a concrete batch plant operating under a standard permit within 550 feet of a concrete crushing facility, a hot mix asphalt plant, or a second concrete batch plant operating under that standard permit, unless the first concrete batch plant was authorized to begin operations before September 1, 2025; and (2) provide that for a renewal of an authorization to use a standard permit for a concrete batch plant that was authorized to begin operations before September 1, 2025, after the renewal of the authorization, TCEQ shall prohibit the operation of the concrete batch plant at the same time as any of the following types of facilities located within 550 feet of the concrete batch plant: (a) a concrete crushing facility; (b) a hot mix asphalt plant; or (c) another concrete batch plant operating under a standard permit.
HB151	Watch	Other Finance and Administration	Relating to honesty in state taxation.	

Bill Number	CODS Position	Category	Description	TML Summary
HB1511	Watch	Public Safety and Emergency Management	Relating to the authority of a political subdivision to adopt or enforce a juvenile curfew; creating criminal offenses.	would, among other things: repeal the state law prohibiting political subdivisions from adopting or enforcing juvenile curfew regulations; permit the commissioners court of a county by order to adopt a curfew to regulate the movements or actions of persons under 17 years of age which would apply only to the unincorporated area of the county; provide that the authority in Number 2, above, includes the authority to: (a) establish the hours of the curfew, including different hours for different days of the week; (b) apply different curfew hours to different age groups of juveniles; (c) describe the kinds of conduct subject to the curfew; (d) determine the locations to which the curfew applies; (e) determine which persons incur liability if a violation of the curfew occurs; (f) prescribe procedures in compliance with Number 7, below, that a police officer must follow in enforcing the curfew; and (g) establish exemptions to the curfew, including exemptions for holidays and persons going to or from work; provide that the governing body of a general-law municipality has the same authority to adopt a juvenile curfew ordinance that a county has and may adopt by ordinance a juvenile curfew order adopted by the commissioners court of the county in which any part of the municipality is located and, except as provided by Number 5, below, may adapt the order to fit the needs of the municipality; provide that the governing body of a general-law municipality may not adopt an ordinance regulating the movements or actions of persons under 17 years of age during the period beginning one-half hour before sunrise and extending until one-half hour after sunset; create a Class C misdemeanor offense if a person violates a restriction or prohibition imposed by an ordinance adopted under this bill; provide that a peace officer taking a child into custody for a violation of a juvenile curfew ordinance shall, without unnecessary delay: (a) release the child to the child's parent, guardian, or custodian; (b) take the child before a justice or municipal court to answer the charge; or (c) take the child to a place designated as a juvenile curfew processing office by the head of the law enforcement agency having custody of the child; provide that a juvenile curfew processing office must observe the following procedures: (a) the office must be an unlocked multipurpose area that is not designated, set aside, or used as a secure detention area or part of a secure detention area; (b) the child may not be secured physically to a cuffing rail, chair, desk, or stationary object; (c) the child may not be held for a period longer than is necessary to complete: (i) identification; (ii) investigation; (iii) processing; (iv) release to a parent, guardian, or custodian; or (v) arrangement of transportation to court; (c) the office may not be designated or intended for residential purposes; (d) a peace officer or other individual shall provide continuous visual supervision of a child while the child is in the office; and (e) a child may not be held in the office for a period of more than six hours; and provide that a place designated as a juvenile curfew processing office is not subject to the approval of the juvenile board having jurisdiction where the governmental entity is located.
HB1522	Watch	Open Government	Relating to notice of a meeting held under the open meetings law.	would, among other things, provide that, with the exception of a notice of an emergency meeting: (1) the notice of a meeting of a governmental body must be posted in a place readily accessible to the general public at all times for at least three business days before the scheduled date of the meeting; and (2) the notice of the meeting required under (1), above, at which a governmental body will discuss or adopt a budget for the governmental body must include a physical copy of the budget.
HB1524	Watch	Land Use	Relating to certain definitions applicable to the Texas Fair Housing Act.	would, for purposes of the Texas Fair Housing Act, provide that: (1) "dwelling" is any structure that is occupied, designed, or intended for use as a residence and which has received a certificate of occupancy; and (2) "bona fide offer" for purchase of a dwelling is an offer made in good faith without deceitful motives that is legally binding on the parties.
HB1622	Watch	Property Tax	Relating to making permanent the limitation on increases in the appraised value of certain real property for ad valorem tax purposes.	would make permanent the temporary 20 percent appraisal cap on real property other than a residence homestead. (See H.J.R. 104, below.)
HB156	Watch	Utilities and Environment	Relating to a study by the Texas Commission on Environmental Quality regarding the protection of certain water facilities from catastrophes.	
HB1563	Watch	Open Government		would, among other things: (1) provide that a tier two form that is in the possession of a political subdivision is confidential and not subject to disclosure under the Public Information Act; and (2) provide that a political subdivision may release a tier two form or information contained in the form to the public only if: (a) the tier two form or applicable information has been made publicly available by the Texas Commission on Environmental Quality; or (b) the information released only states the name of a class of dangerous goods under the hazard classification system used in the 2024 Emergency Response Guidebook published by the United States Department of Transportation.

Bill Number	CODS Position	Category	Description	TML Summary
HB1588	Watch	Public Safety and Emergency Management, Personnel	Relating to training requirements for certain public officials and candidates for public office.	would, among other things, provide that: (1) an elected local government official, including a member of city council, is not required to attend or complete any continuing education training required for the office; (2) the Texas Division of Emergency Management (TDEM) may approve non-TDEM emergency management training for local officials only if the training is provided by a governmental body; (3) the attorney general may certify non-attorney general open meetings training and open records training only if the training is offered by a governmental body; and (4) mandatory cybersecurity training must be provided by a state agency or a local government. (Companion bill is S.B. 411 by Middleton.)
HB163	Watch	Public Safety and Emergency Management	Relating to the possession and administration of an epinephrine auto-injector by certain entities.	
HB179	Watch	Other Finance and Administration	Relating to elimination of limitations periods for suits for personal injury arising from certain offenses against a child.	
HB1797	Watch		Relating to drug testing and prescription drug policies for employees and independent contractors of state agencies and political subdivisions regarding the medical use of low-THC cannabis and hemp.	
HB1800	Watch		Relating to the licensing and regulation of child swim instruction operators; requiring an occupational license; imposing an administrative penalty; authorizing fees.	
HB1844	Watch	Community and Economic Development	Relating to certain requirements applicable to certain municipal economic development programs and grants.	would: (1) provide that a city may not establish, amend, or renew an economic development program adopted under Chapter 380 of the Local Government Code (380 Agreement) unless the city council first holds a public hearing; (2) prohibit a city from making a loan or grant of public money or provide municipal personnel or services through an economic development program adopted under a 380 Agreement unless the city enters into a written agreement with the business that details the terms and conditions of the loan, grant, or provision of personnel or services; (3) provide that a 380 Agreement with a for-profit entity must require the creation or retention of jobs and the making of a capital investment, and must include a schedule of the jobs to be created or retained and the capital investment to be made; (4) provide that a 380 agreement adopted under (3), above, must include a requirement that the business repay to the city the cost of any benefit received from the city if the business fails to meet each performance requirement; and (5) prohibit a city from making a grant under a 380 Agreement to certain tax exempt entities or development corporations unless the city complies with (1)-(4), above.
HB189	Watch	Open Government	Relating to the filing with the Texas Ethics Commission of campaign treasurer appointments and reports of political contributions and political expenditures.	

Bill Number	CODS Position	Category	Description	TML Summary
HB191	Watch	Land Use	Relating to the purchase of or acquisition of title to real property by certain foreign entities.	
HB1907	Watch	Other Finance and Administration	Relating to a prohibition on governmental contracts with Chinese companies for certain information and communications technology; authorizing a civil penalty; creating a criminal offense.	would, among other things: (1) except under certain circumstances, prohibit a governmental entity from entering into a contract relating to information or communications technology or service with a company that is a wholly owned subsidiary or a majority-owned subsidiary of a company that is: (a) organized in or under the laws of, has its principal place of business in, the People's Republic of China; (b) is a publicly traded company for which the government of the People's Republic of China may exercise control over; (c) or is a privately held company in which the government of the People's Republic of China holds any share of ownership; (2) allow a governmental entity to enter into a contract prohibited under Number 1, above, if the governmental entity, with the approval of the governors, determines: (a) companies prohibited under Number 1, above, are the only vendors available to provide the information or communications technology or service; (b) the cost to the state of finding and contracting with a vendor that is not prohibited under Number 1, above, would be so disproportionately high that the use of a prohibited vendor would be overwhelmingly in the best interest of the state; or (c) any goods or services that originate with a vendor prohibited under Number 1, above, and may be used in a de minimis amount and pose no risk to the security of the state; (3) require a vendor submitting a bid for a contract relating to an information or communications technology or services to include a written verification that: (a) the vendor is not a company prohibited under Number 1, above; (b) will not contract with a prohibited company in any aspect of its performance; and (c) will not procure products or services from or that originate with a prohibited company; (4) require a governmental entity to notify a vendor if it believes that the vendor submitted a false verification described in Number 3, above; (5) allow a vendor to provide information and evidence to rebut the notification described in Number 4, above; (6) require a governmental entity to immediately terminate a contract if, after allowing the vendor to submit information and evidence, it makes a final determination that the vendor submitted a false verification; (7) in addition to terminating the contract under Number 6, above, require a governmental entity to refer the false verification to the attorney general, a district attorney, or a county attorney, as applicable for enforcement; (8) authorize the attorney general to bring an action to recover civil penalties for submitting a false verification described in Number 3, above, in the amount equal to the greater of twice the amount of the contract terminated or the amount of loss suffered by the state from terminating the contract; and (9) create a criminal offense and penalties for submitting a false verification described in Number 3, above.
HB1922	Watch	Other Finance and Administration	Relating to the accrual of a cause of action for purposes of certain laws governing certain construction liability claims.	would provide that: (1) a cause of action for a claim for damages asserted by a governmental entity for certain claims for damages caused by an alleged construction defect in a public building or public work against a contractor, subcontractor, supplier, or design professional accrues on the date that the report from the governmental entity to each party with whom the governmental entity has contracted with for the design or construction of the affected structure, that identifies the construction defect upon which the claim is based and describes the present physical condition of the structure and any modifications, maintenance, or repairs made by the governmental entity or others since the structure was initially occupied or used, is postmarked; and (2) the date of accrual of a cause of action for such a claim described in (1), above, is unaffected for all other purposes.
HB194	Watch	Land Use	Relating to the establishment of faith-based child-care facilities.	
HB1968	Watch	Elections	Relating to a duty to contract for election services furnished for an election held on the first Saturday in May in an even-numbered year.	
HB205	Watch	Other Finance and Administration, Utilities and Environment	Relating to the eligibility for grants for alternative fueling facilities.	

Bill Number	CODS Position	Category	Description	TML Summary
HB206	Watch	Other Finance and Administration	Relating to limitations on a county's authority to require a cash bond before approving the construction of a pipeline.	
HB209	Watch	Elections	Relating to the separation of federal elections from state and local elections, and to related practices and procedures.	
HB218	Watch	Property Tax	Relating to the allocation and deposit of certain surplus state revenue to the property tax relief fund for use in reducing school district maintenance and operations ad valorem taxes.	
HB219	Watch	Elections	Relating to a person submitting proof of citizenship to verify eligibility to vote in Texas.	
HB264	Watch		Relating to the dedication of certain surplus state revenue for ad valorem tax relief.	would: (1) require the comptroller to deposit in an account an amount equal to one-half of the amount by which the total general revenue for a biennium exceeds the comptroller's estimated general revenue for that biennium; and (2) require the legislature to appropriate money in the account described in (1), above, only to provide property tax relief.
HB228	Watch	Property Tax	Relating to the allocation and deposit of certain surplus state revenue to the property tax relief fund for use in reducing school district maintenance and operations ad valorem taxes.	
HB239	Watch	Other Finance and Administration	Relating to regulations and policies for entering or using certain private spaces; authorizing a civil penalty.	
HB240	Watch	Property Tax	Relating to the quorum requirement for a tax levy vote in certain counties.	
HB242	Watch	Elections, Open Government	Relating to the creation of the criminal offense of obtaining personally identifiable voter information.	

Bill Number	CODS Position	Category	Description	TML Summary
HB244	Watch	Property Tax	Relating to the applicability of the law governing the provision of state aid to certain local governments disproportionately affected by the granting of ad valorem tax relief to disabled veterans.	
HB246	Watch	Other Finance and Administration	Relating to landowner compensation for certain damage to or on agricultural land caused by certain criminal activities.	
HB249	Watch	Property Tax	Relating to installment payments of ad valorem taxes imposed on residence homesteads in certain counties.	
HB254	Watch	Property Tax	Relating to the eligibility of an individual to pay the ad valorem taxes imposed on the individual's residence homestead in installments.	would authorize an individual to pay the property taxes imposed on the individual's residence homestead in four equal installments.
HB263	Watch	Transportation	Relating to the grant program distributing money from the transportation infrastructure fund.	
HB279	Watch	Land Use	Relating to procedural requirements for uranium mining production area authorizations.	
HB282	Watch	Land Use	Relating to the authority of certain counties and municipalities to regulate certain subdivisions in a municipality's extraterritorial jurisdiction.	would provide that for a county with a population of 370,000 or more that contains more than six cities each with populations under 2,000: (1) the commissioners court of the county may issue an order amending an agreement to regulate subdivision plats and approve permits in the extraterritorial jurisdiction (ETJ) with the city and transfer control of subdivision authority to the county for certain qualifying parcels located in the city's ETJ; and (2) any party to the agreement may submit amendments to the agreement to binding arbitration under certain conditions.
HB283	Watch	Transportation	Relating to axle weight limitations for certain vehicles transporting aggregates.	
HB291	Watch	Property Tax	Relating to the appraisal of real property for ad valorem tax purposes.	would, among other things, provide that: (1) for certain purchases of real property, not later than the 10th day after the date the deed is recorded in the county real property records, the purchaser or grantee of real property under a recorded deed conveying an interest in the real property, or certain other parties, shall file a sales price disclosure report with the chief appraiser of the appraisal district established for the county in which the property is located; (2) the sales price disclosure report filed under (1), above, must be made in a certain form prepared by each appraisal district; and (3) the chief appraiser may bring an action for an injunction to compel a person to comply with these requirements.

Bill Number	CODS Position	Category	Description	TML Summary
HB292	Watch	Community and Economic Development	Relating to the grant amount awarded to certain moving image projects under the moving image industry incentive program.	
HB293	Watch	Other Finance and Administration	Relating to the requirements for applications for low income housing tax credits for developments financed through the private activity bond program.	
HB294	Watch	Land Use	Relating to the regulation by a municipality or property owners' association of food production on single-family residential lots.	would, among other things: (1) prohibit a city from adopting or enforcing an ordinance or restrictive covenant that prohibits any of the following activities on a single-family residential lot: (a) the growing of fruits and vegetables; or (b) the raising of six or fewer domestic fowls or six or fewer rabbits; (2) allow a city to impose reasonable regulations on the growing of the fruits and vegetables in the front, side, or rear yard of a residence,
HB265	Watch		Relating to the allocation of certain constitutional transfers of money to the economic stabilization fund, the state highway fund, and the Grow Texas fund and to the permissible uses of money deposited to the Grow Texas fund.	would amend the Texas Constitution to allow for a temporary use of state highway funds for transit-oriented projects.
HB309	Watch	Other Finance and Administration	Relating to the use by a political subdivision of public funds for lobbying and certain other activities.	would: (1) prohibit a political subdivision from spending public funds to: (a) hire an individual required to register as a lobbyist for the purpose of lobbying a member of the Texas legislature; or (b) pay a nonprofit state association or organization that: (i) primarily represents political subdivisions; and (ii) hires or contracts with an individual required to register as a lobbyist; (2) provide that if a political subdivision engages in activity prohibited by (1), above, a taxpayer or resident of the political subdivision is entitled to injunctive relief to prevent any further prohibited activity and any further payments of public funds; and (3) provide that a taxpayer or resident who prevails in an action under (2), above, is entitled to recover reasonable attorney's fees and costs from the political subdivision. (Companion bill is S.B. 239 by Middleton.)
HB312	Watch	Other Finance and Administration	Relating to the eligibility of a person who is not a United States citizen to be appointed to or serve in a public office or on an advisory board or task force.	would: (1) require that a person be a U.S. citizen to be appointed or serve in a public office, including on the governing body of a commission, board, or other agency, or on an advisory board or task force within the executive, legislative, or judicial branch of state government or a political subdivision for appointments that occur on or after September 1, 2025; (2) exempt offices for which the federal or state constitution prescribes exclusive qualification requirements from (1), above; and (3) provide that the term of office of any person who is not a U.S. citizen who was appointed before September 1, 2025 ends on September 1, 2025.
HB323	Watch	Personnel	Relating to requiring political subdivisions of this state to participate in the federal electronic verification of employment authorization program, or E-verify.	would: (1) require a political subdivision, including a city, to register and participate in the E-verify program to verify information of all new employees; and

Bill Number	CODS Position	Category	Description	TML Summary
HB328	Watch	Land Use	Relating to the regulation of manufactured home rental communities located in certain counties.	
HB339	Watch	Land Use	Relating to municipal regulation of structured sober living homes.	would, among other things, provide that a city may adopt standards for structured sober living homes which may require the structured sober living homes to: (1) provide written notice to residents and potential residents that includes certain contact information; (2) supervise residents during all hours of operation; and (3) establish and maintain an operation plan.
HB342	Watch	Elections	Relating to the combination of certain election precincts.	
HB356	Watch	Property Tax	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem taxation.	
HB365	Watch	Other Finance and Administration	Relating to the authority of the Texas Water Development Board to provide financial assistance from the economically distressed areas account that is not required to be repaid.	would provide that the total amount of financial assistance provided by the Texas Water Development Board to political subdivisions for assistance to economically distressed areas for water supply and sewer services from state-issued bonds for which repayment is not required may not exceed at any time 90 percent of the total principal amount of issued and unissued bonds plus outstanding interest on those bonds.
HB374	Watch	Personnel	Relating to the designation of certain election days as state holidays.	
HB377	Watch	Land Use	Relating to consent requirements for municipal annexation of an area on request of the landowners.	would provide that for annexation of property into a city which requires a certain written services agreement to be entered between the owners of the property and the city: (1) the written services agreement may not be entered into earlier than the 90th day before the date of annexation; and (2) any agreement that authorizes a city to annex the property that is the subject of the agreement may not waive the requirement that the city and land owners enter into a written service agreement.
HB378	Watch	Property Tax	Relating to an increase in the amount of the exemption of residence homesteads from ad valorem taxation by a school district and the protection of school districts against the resulting loss in local revenue.	
HB388	Watch	Personnel	Relating to a uniform coordination of benefits questionnaire for health benefit plans.	
HB391	Watch	Open Government	Relating to board of directors meeting locations of certain rural area water districts.	

Bill Number	CODS Position	Category	Description	TML Summary
HB392	Watch	Elections	Relating to the provision of the reason for rejecting a voter registration application.	
HB402	Watch	Land Use	Relating to the purchase of or acquisition of title to real property by certain aliens or foreign entities.	
HB404	Watch	Other Finance and Administration	Relating to state agency review of adopted rules.	
HB405	Watch	Transportation	Relating to fees on and grants for fuel ethanol, renewable methane, biodiesel, and renewable diesel.	
HB406	Watch	Community and Economic Development	Relating to notification of the execution of certain local economic development agreements by a municipality or county to local workforce development boards.	would: (1) require a city to provide written notice of a local economic development agreement to the local workforce development for the workforce development area in which the city is located not later than the 14th day after the date of entering into, amending, or renewing the agreement; and (2) provide specific information that must be included in the notice in (1), above.
HB408	Watch	Transportation	Relating to the awarding of contracts by the Texas Department of Transportation for certain materials used in road construction projects.	
HB414	Watch	Land Use	Relating to the unauthorized entry, occupancy, sale, rental, lease, advertisement for sale, rental, or lease, or conveyance of real property, including the removal of certain unauthorized occupants of a dwelling; creating criminal offenses; increasing a criminal penalty; authorizing a fee.	
HB415	Watch	Public Safety and Emergency Management	Relating to a study on mold contamination in housing developments supported by financial assistance administered by the Texas Department of Housing and Community Affairs.	

Bill Number	CODS Position	Category	Description	TML Summary
HB416	Watch	Property Tax	Relating to the deadlines for performing various functions in connection with the ad valorem tax system.	would: 1. extend the deadline for the chief appraiser to prepare and certify the appraisal roll to the taxing units from July 25 to August 25; 2. extend the date past which the chief appraiser is authorized to provide an estimate of the taxable value of property in the taxing unit if the appraisal district has not yet approved the appraisal records from July 20 to August 2; 3. extend the deadline for the assessor to submit the appraisal roll to the governing body of the taxing units from August 1 to September 1; 4. extend the deadline by which the collector should certify the anticipated collection rate to the governing body from August 1 to September 1; 5. extend the deadline by which the designated officer or employee should submit tax rates to the governing body from August 7 to September 7; 6. change the date on which the chief appraiser must publish notice about the appraisal district's property tax database from August 7 to September 7; 7. reduce the time period after the date the certified appraisal roll is received by the governing body during which the governing body may adopt a tax rate from 60 days to 30 days; 8. extend the deadline for the county assessor-collector to post on the website the tax rate calculation forms from August 7 to September 7; 9. extend the date by which the appraisal review board must finalize all challenges from July 20 to August 20; 10. change the date a board of directors of an appraisal district established for a county with a population of at least one million may postpone the deadline in (9), above, from August 30 to September 15; 11. extend the deadline for a property owner to initiate a protest after the owner received notice of the appraised value from 30 days after to 60 days after; and 12. change the deadline for an appraisal review board to schedule a protest hearing from 90 days after the protest is initiated to 60 days after.
HB417	Watch	Elections	Relating to early voting by mail by any qualified voter and to the repeal of certain criminal offenses concerning the solicitation and distribution of an application to vote by mail.	
HB420	Watch	Open Government	Relating to the meeting places for the board of directors of certain water districts.	
HB423	Watch	Open Government	Relating to a prohibition on the board of trustees of a school district from entering into certain contracts and the disclosure of certain conflicts of interest.	
HB431	Watch	Land Use	Relating to the regulation by a property owners' association of the installation of solar roof tiles.	
HB440	Watch	Other Finance and Administration	Relating to requiring certain alert messages to be in English and Spanish.	would provide that the following alerts must be in English and Spanish: (1) power outage alerts to electricity customers; (2) America's Missing: Broadcast Emergency Response (AMBER) and missing persons with intellectual disabilities alerts; (3) active shooter alerts; (4) silver alerts for missing senior citizens or persons with Alzheimer's disease; (5) blue alerts to aid in the apprehension of an individual suspected of killing or causing serious bodily injury to a law enforcement officer; and (6) coordinated law enforcement adult rescue (CLEAR) alerts for missing adults.
HB457	Watch	Public Safety and Emergency Management	Relating to an alert system for notification of the release of toxic chemicals by a manufacturing facility.	would establish an alert system for notification of the release of toxic chemicals by a manufacturing facility.

Bill Number	CODS Position	Category	Description	TML Summary
HB465	Watch	Elections	Relating to preferential voting in runoff elections for certain voters voting by mail.	
HB472	Watch	Personnel	Relating to the reimbursement of state employees for groceries consumed while traveling on official state business.	
HB480	Watch	Personnel	Relating to required provision of workers' compensation insurance coverage for employees of building and construction contractors and subcontractors.	
HB485	Watch	Sales Tax	Relating to the authority of an emergency services district to impose a sales tax on gas and electricity sold for residential use.	
HB486	Watch	Open Government	Relating to prohibiting the publication of certain criminal record information of individuals involved in the criminal justice system.	
HB492	Watch	Land Use	Relating to prohibiting the allocation of low income housing tax credits for certain developments.	
HB493	Watch	Elections	Relating to ineligibility to serve as a poll watcher.	
HB496	Watch	Elections	Relating to a ballot option to not vote for any candidate.	
HB502	Watch	Open Government	Relating to the confidentiality of identifying information of victims of certain offenses.	
HB504	Watch	Personnel	Relating to health benefit plan coverage for hair prostheses for cancer patients.	

Bill Number	CODS Position	Category	Description	TML Summary
HB516	Watch	Utilities and Environment	Relating to notice of a water service interruption provided by public water systems in unincorporated areas of certain counties.	would, among other things, for a public water system located in the unincorporated area of a county that contains a city in which the governing body of the city or another regulatory authority has adopted standards to require the installation and maintenance of a hydrant in accordance with state law; (1) require the regulatory authority of a public water system to which the bill applies to adopt rules requiring the public water system to provide to each fire department providing fire suppression services in the area where the hydrant is located notice of a water service interruption that renders the hydrant temporarily unavailable for use in a fire emergency; (2) require a public water system to which the bill applies to provide to each fire department notified of a water service interruption under (1), above, notice of the water service's resumption not later than two hours after the time the water service is resumed; and (3) provide that the regulatory authority of a public water system may delegate the system's duty to provide notice under (2) or (3), above, to a public safety answering point that relays information to fire departments providing fire suppression services in the area where the affected hydrant is located.
HB514	Watch	Personnel	Relating to a maternal health care workforce campaign.	
HB517	Watch	Utilities and Environment	Relating to the authority of a property owners' association to assess a fine for discolored vegetation or turf during a period of residential watering restriction.	would prohibit a property owner's association from assessing a fine against a property owner related to the maintenance of green turf or vegetation while the property is subject to residential watering restrictions mandated by a city, water utility, or other water supplier, and for a reasonable period following the lifting of the watering restrictions. (Companion bill is S.B. 542 by Schwertner.)
HB518	Watch	Land Use	Relating to the ownership of agricultural land by nonresident aliens or foreign entities.	
HB521	Watch	Elections	Relating to accommodating voters with a disability; creating criminal offenses.	
HB523	Watch	Public Safety and Emergency Management	Relating to the authority of the legislature, courts, the governor, and other state and local officials regarding declared states of disaster.	would, among other things, provide that: (1) a state or local official may issue recommendations and nonbinding guidelines to assist with a state of disaster and may coordinate public and private resources to prevent or respond to the disaster; (2) notwithstanding any other law, an order issued by the governor or a state or local official that regulates or infringes on the rights of any private person must be: (a) narrowly tailored to serve a compelling public health or safety purpose; and (b) limited in duration, applicability, and scope to reduce any infringement on individual liberty; (3) district and appellate courts have jurisdiction to hear cases challenging a state or local disaster order and shall expedite hearings for the cases; (4) a court may invalidate or enjoin a disaster order or the application of a disaster order that is not narrowly tailored to serve a compelling public health or safety purpose because of the order's inequality in application to or impact on groups, situations, or circumstances; (5) only the governor may issue an order that infringes in a nontrivial manner on a protected constitutional right, including but not limited to: (a) the rights to travel, work, assemble, and speak; (b) the freedom of religious exercise; (c) the right to contract without state interference; (d) property rights; (e) the freedom from unreasonable searches and seizures; and (f) the freedom to purchase lawfully acquired firearms and ammunition; (6) an order in (5), above, expires on the 30th day after the date the governor issues the order unless the governor or legislature terminates the order on an earlier date or the legislature extends the order on or before the expiration date; and (7) the governor may only suspend state agency orders and rules (not statutory requirements) during a
HB522	Watch	Elections	Relating to the ability of voters with certain disabilities to cast a secret ballot.	
HB546	Watch	Property Tax	Relating to the eligibility of land taken by condemnation for appraisal for ad valorem tax purposes as qualified open-space land.	would provide that land owned by an entity other than the state or a political subdivision that acquired the land by condemnation is not eligible for appraisal as open-space land.

Bill Number	CODS Position	Category	Description	TML Summary
HB531	Watch	Elections	Relating to the use of certain devices by a person occupying a voting station.	
HB533	Watch	Other Finance and Administration	Relating to imposing liens for labor and supplies provided by cleaners.	
HB536	Watch	Personnel	Relating to covered benefits under the child health plan.	
HB537	Watch	Land Use	Relating to the authority of certain counties to regulate noise levels in residential areas; creating a criminal offense.	
HB540	Watch	Elections	Relating to the use of preferential voting in certain elections.	
HB545	Watch	Elections	Relating to the appointment of volunteer deputy voter registrars.	
HB551	Watch	Open Government	Relating to address information contained on reports of political contributions and expenditures made available on the Internet by the Texas Ethics Commission.	
HB554	Watch	Public Safety and Emergency Management	Relating to the sale of fireworks on and before the Juneteenth holiday in certain counties.	
HB560	Watch	Land Use	Relating to light pollution mitigation for wind turbine generators.	
HB561	Watch	Other Finance and Administration	Relating to the eligibility of certain local governmental entities affected by the realignment of defense worker jobs or facilities to receive grants.	
HB562	Watch	Community and Economic Development	Relating to the regulation of licensed dog and cat breeders.	

Bill Number	CODS Position	Category	Description	TML Summary
HB564	Watch	Personnel	Relating to health benefit plan coverage for treatment of autism spectrum disorders.	
HB568	Watch	Elections	Relating to the registration of voters at a polling place and related procedures.	
HB582	Watch	Open Government	Relating to proper etiquette during the recitation of the pledge of allegiance to the state flag.	
HB587	Watch	Other Finance and Administration	Relating to a requirement that certain rules proposed by state agencies in the executive branch of state government be approved by certain elected state officials.	
HB590	Watch	Elections	Relating to notification by the secretary of state when a person convicted of a felony may register to vote.	
HB597	Watch	Transportation	Relating to the issuance of an excess gross weight permit for certain farm tractors on county, farm-to-market, and ranch-to-market roads; authorizing a fee.	
HB603	Watch	Transportation	Relating to the operation of school buses at certain railroad grade crossings.	
HB611	Watch	Elections	Relating to electronic voter registration.	
HB616	Watch	Personnel	Relating to health benefit plan coverage for certain at-home testing kits.	
HB618	Watch	Personnel	Relating to health benefit plan coverage of certain in vitro fertilization procedures for certain governmental employees and retirees.	

Bill Number	CODS Position	Category	Description	TML Summary
HB621	Watch	Land Use	Relating to the authority of a property owners' association to regulate the assembly, association, and speech of property owners or residents related to governmental officials or candidates for political office.	
HB640	Watch	Elections	Relating to the office hours of an election authority during an election period.	would provide that, during an election period, the city secretary shall keep his or her office open for election duties for at least three hours each day, during regular office hours, on the days on which the main business office of the city is regularly open for business.
HB638	Watch	Open Government	Relating to a requirement that certain water districts make audio and video recordings of open meetings available on the Internet.	
HB643	Watch	Other Finance and Administration	Relating to the requirement for payment bonds from certain public work contractors.	
HB645	Watch	Other Finance and Administration	Relating to the provision of certain co-navigation services to individuals who are deaf-blind.	
HB646	Watch	Public Safety and Emergency Management	Relating to the use of an unmanned aircraft to locate and retrieve wounded or killed wildlife.	
HB648	Watch	Land Use	Relating to the regulation of clotheslines by a property owners' association.	
HB656	Watch	Public Safety and Emergency Management	Relating to law enforcement policies regarding the issuance of citations for misdemeanors punishable by fine only and to a limitation on the authority to arrest a person for certain fine-only misdemeanors.	would, with respect to issuing citations in lieu of arrest for misdemeanor offenses, provide that: (1) the Bill Blackwood Law Enforcement Management Institute of Texas, in collaboration with law enforcement agencies, law enforcement associations, law enforcement training experts, and community organizations engaged in the development of law enforcement policy, shall publish a model policy related to the issuance of citations for misdemeanor offenses, including traffic offenses, that are punishable by fine only, that includes the procedure for a peace officer, upon a person's presentation of appropriate identification, to verify the person's identity and issue a citation to the person; (2) each law enforcement agency shall adopt a written policy regarding the issuance of citations for misdemeanor offenses, including traffic offenses, that are punishable by fine only, provided such policy meets the requirements of the model policy described in (1), above; (3) a law enforcement agency may adopt the model policy developed under (1), above; and (4) a peace officer may not arrest, without warrant, a person found only committing one or more misdemeanors related to certain traffic offenses that are punishable by fine only, and in such instances shall issue a written notice to appear to the person.
HB657	Watch	Elections	Relating to requirements for counties posting election information on an Internet website.	

Bill Number	CODS Position	Category	Description	TML Summary
HB665	Watch	Elections	Relating to the secretary of state posting on the secretary of state's Internet website databases containing certain information about elections.	would, among other things, provide that: (1) the secretary of state shall post on the secretary of state's public internet website a database containing information on each election for a partisan office, the office of mayor, or a position on the governing body of a city or board of trustees of an independent school district; (2) the secretary of state shall post on the secretary of state's internet website a database containing information about each holder of and candidate for any partisan elected office, office of mayor, or position on the governing body of the city or board of trustees of an independent school district; (3) the authority responsible for giving notice of the election shall deliver, in January of each year, information on an election for a partisan office, the officer of mayor, or a position on the governing body of the city for the secretary of state's database of election information in an electronic format to the county in which the authority is located; and (4) a political subdivision, including a city, shall provide information about a candidate or officeholder to the county in which the political subdivision is located and the county shall forward the information to the secretary of state.
HB670	Watch	Property Tax	Relating to the authority of a taxing unit other than a school district to establish a limitation on the amount of ad valorem taxes that the taxing unit may impose on the residence homesteads of individuals who are disabled or elderly and their surviving spouses.	would amend the Texas Constitution to authorize the legislature to provide that: (1) the appraised value of residence homestead for the first year the owner qualifies for a homestead exemption is equal to the market value of the property; (2) if the owner acquired the property as a purchaser, the purchase price of the property is considered to be the market value of the property; (3) the appraised value of the residence homestead for a subsequent tax year is equal to the appraised value of the property for the preceding tax year plus the value of new improvements. (See
HB675	Watch	Open Government	Relating to the imposition of charges by a governmental body for providing copies of public information under the public information law.	would provide that: (1) a governmental body, including a city, may not impose a charge for providing a copy of public information if the information is a campaign report required to be filed with the governmental body unless those
HB673	Watch	Personnel	Relating to the eligibility of certain first responders for workers' compensation benefits for post-traumatic stress disorder.	
HB676	Watch	Public Safety and Emergency Management	Relating to the use of an unmanned aircraft to locate and retrieve wounded or killed wildlife.	
HB677	Watch	Elections	Relating to the restrictions on political activities of a county elections administrator.	
HB682	Watch	Community and Economic Development	Relating to the creation of certain criminal offenses concerning firearm sales at gun shows.	
HB685	Watch	Utilities and Environment	Relating to rates established by municipalities for water or sewer service for certain entities.	would prohibit a city from establishing a higher rate for water or sewer utilities that applies only to entities that qualify for a sales tax or property tax exemption.

Bill Number	CODS Position	Category	Description	TML Summary
HB691	Watch	Personnel	Relating to the minimum wage.	would, among other things, provide that, with limited exceptions, an employer, including a city, shall pay to each employee not less than the greater of \$19 an hour or the federal minimum wage.
HB697	Watch	Land Use	Relating to the applicability of prohibitions on municipal or county regulations on the rental or leasing of housing accommodations.	would authorize local ordinances or regulations that prohibit a property owner from refusing to rent or lease a housing accommodation to certain groups based on their lawful source of income, specifically military veterans, people 62 years old or older,
HB704	Watch	Utilities and Environment	Relating to the disconnection of service provided to residential customers by certain utilities and propane gas distribution system retailers.	would provide that private utility providers may not disconnect service to a residential customer on a weekend day, on a holiday officially observed by the State of Texas, on a day preceding a weekend day or during an extreme weather emergency.
HB584	Watch	Elections	Relating to electronic voter registration.	
HB706	Watch	Other Finance and Administration	Relating to the jurisdiction of certain international organizations.	
HB708	Watch	Community and Economic Development	Relating to the sale of distilled spirits to ultimate consumers by the holder of a distiller's and rectifier's permit.	
HB712	Watch	Personnel	Relating to health benefit plan coverage for certain tests to detect prostate cancer.	
HB716	Watch	Public Safety and Emergency Management	Relating to the offense of failure to comply with an order from a fire marshal and the authority of certain county peace officers to issue citations for certain violations; changing a criminal penalty.	
HB721	Watch	Personnel	Relating to the applicability of certain laws requiring health care cost disclosures by health benefit plan issuers and administrators.	
HB724	Watch	Public Safety and Emergency Management	Relating to notice of the health of children attending and adults employed by a child-care facility.	

Bill Number	CODS Position	Category	Description	TML Summary
HB736	Watch	Other Finance and Administration	Relating to certain procedures for civil suits brought by local governments or certain other persons for violations of certain laws under the jurisdiction of, or rules adopted or orders or permits issued by, the Texas Commission on Environmental Quality.	would provide that a local government, a person affected, or an authorized agent may institute a claim for certain violations under the Texas Commission on Environmental Quality's (TCEQ) jurisdiction after the attorney general and TCEQ executive director receive the required notice unless TCEQ has commenced a proceeding or the attorney general has commenced a civil suit concerning at least one of the alleged violations set forth in the notice.
HB734	Watch	Public Safety and Emergency Management	Relating to the failure to report child abuse or neglect; increasing a criminal penalty.	
HB735	Watch	Community and Economic Development	Relating to required labeling of meat, poultry, shrimp, and certain related food products.	
HB737	Watch	Other Finance and Administration	Relating to the use of dynamic message signs for the Keep 'Em Safe Texas Gun Storage Campaign.	
HB743	Watch	Municipal Court	Relating to a justice or municipal court's authority to order a defendant confined in jail for failure to pay a fine or cost or for contempt and to the authority of a municipality to enforce the collection of certain fines by imprisonment of the defendant.	would, among other things: (1) prohibit a municipal court judge from ordering the confinement of a person, including a child, for failing to pay all or part of a fine or cost imposed or for contempt of a judgment entered for the conviction of an offense punishable by fine only; (2) require the release of a defendant confined in jail in violation of (1), above; (3) allow a municipal court judge to order that a defendant appear at a hearing and show cause as to why the defendant defaulted in discharging a judgment entered against the defendant; and (4) provide that court credit the defendant for applicable time served in jail at a rate of not less than \$150 for each period served that is not less than eight hours or more than 24 hours, as specified by the judge.
HB742	Watch	Personnel	Relating to human trafficking prevention, including training for first responders, disclosure of human trafficking information by certain health care facilities, and protection for facility employees who report human trafficking.	would provide, among other things, that: (1) a first responder, within the time prescribed by the Health and Human Services Commission (HHSC) rule, shall successfully complete a training course approved by the executive commissioner on identifying, assisting, and reporting victims of human trafficking; and (2) the HHSC executive commissioner shall approve training courses on human trafficking prevention, including at least one course available without charge and post a list of the approved training courses on HHSC's Internet website.
HB747	Watch	Land Use	Relating to the adoption of a certain plumbing code by the Texas State Board of Plumbing Examiners.	would mandate that the Texas State Board of Plumbing Examiners adopt the 2015 or later edition of the International Plumbing Code.

Bill Number	CODS Position	Category	Description	TML Summary
HB760	Watch	Other Finance and Administration	Relating to references to "the people's money" in state documents, publications, and notices.	
HB761	Watch	Other Finance and Administration	Relating to fee waivers for certain hunting and fishing licenses for honorably discharged veterans.	
HB766	Watch	Elections	Relating to the ballot application requirements for the election of a precinct chair.	
HB768	Watch	Other Finance and Administration	Relating to credit services organizations and extensions of consumer credit facilitated by credit services organizations; increasing a criminal penalty.	would, among other things, provide that: (1) the bill does not preempt a city ordinance regulating: (a) a credit access business; or (b) any form of an extension of consumer credit that a credit access business is authorized to obtain for a consumer or assist a consumer in obtaining as provided by the bill; (2) if a city ordinance described by (1), above, conflicts with a provision of the bill, the more stringent regulation controls to the extent of the conflict; and (3) a credit services organization may not obtain for a consumer or assist a consumer in obtaining an extension of consumer credit in any form other than in the form of: (a) a single-payment deferred presentment transaction; (b) a multiple-payment deferred presentment transaction; (c) a single-payment motor vehicle title loan; or (c) a multiple-payment motor vehicle title loan.
HB774	Watch	Property Tax	Relating to municipal and county ad valorem tax relief.	would: (1) define "surplus revenue" as the total amount of money received by a city in excess of the amount determined by multiplying the amount of the city's adopted budget for the preceding fiscal year by the inflation rate and population growth rate; (2) require a city to use its total amount of surplus revenue to provide property tax relief in a manner that reduces the amount of property tax a property owner would otherwise be required to pay; (3) limit a city's tax rate to a rate calculated by multiplying total revenue from all sources for the preceding year by the inflation rate, subtracting the amount of estimated revenue from all sources other than property tax for the current year, and dividing that amount by the total taxable value of property in the city; and (4) provide that a city may exceed the tax rate described in (3), above, if before the adoption of the tax rate the city pledged the tax revenue for payment of a debt and adopting a lower rate would impair the obligation of the contract creating the debt.
HB777	Watch	Personnel	Relating to the places a public employer may provide for employees to express breast milk.	would require a public employer to provide a place, other than a bathroom, where an employee can express breast milk.
HB778	Watch	Personnel	Relating to required health benefit plan coverage for gender transition adverse effects and reversals.	
HB788	Watch	Other Finance and Administration	Relating to daylight saving time.	
HB793	Watch	Open Government	Relating to the confidentiality of certain personal information of an applicant for or a person protected by a protective order.	

Bill Number	CODS Position	Category	Description	TML Summary
HB811	Watch	Other Finance and Administration	Relating to the applicability of lobbyist registration requirements to a person who provides legal services to a political subdivision.	would provide that a person who has established an attorney-client relationship with a political subdivision to provide legal services and who is entitled to receive compensation, reimbursement, or expenses under an agreement under which the person
HB798	Watch	Land Use	Relating to certain rights and duties of residential tenants and landlords; increasing the amount of civil penalties.	
HB801	Watch	Personnel	Relating to the application for funding for certain workforce development programs.	
HB808	Watch	Community and Economic Development	Relating to the creation of certain criminal offenses concerning firearm sales at gun shows.	
HB813	Watch	Personnel	Relating to health benefit plan coverage for treatment of autism.	
HB817	Watch	Elections	Relating to the determination of a majority vote in certain elections.	would provide that: (1) in an election requiring a majority vote to be elected to a public office, a candidate must receive more than half of the votes as originally cast; and (2) a majority may not be determined by using a preferential voting system (voting system which permits a voter to rank each candidate through a numerical designation from the candidate the voter favors most to the candidate the voter favors least) to reassign votes.
HB816	Watch	Community and Economic Development	Relating to the licensing and regulation of youth sports programs; providing civil and administrative penalties; authorizing fees.	
HB762	Watch	Personnel	Relating to severance pay for political subdivision employees and independent contractors.	would, among other things, provide that: (1) a political subdivision, including a city, that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an employee or independent contractor must include: (a) a requirement that severance pay that is paid from tax revenue may not exceed the amount of compensation, at the rate at the termination of employment or the contract, the employee or independent contract would have been paid for 20 weeks, excluding paid time off or accrued vacation leave; and (b) a prohibition of the provision of severance pay when the employee or independent contractor is terminated for misconduct; (2) a political subdivision shall post each severance agreement in a prominent place on the political subdivision's internet website; and (3) for an action brought against a political subdivision by an employee or independent contractor of the political
HB822	Watch	Personnel	Relating to requiring certain employers to provide paid sick leave to employees; providing administrative and civil penalties.	would: (1) require certain employers to provide annual paid sick leave to each employee, accruing on the date the employee is hired at a rate of one hour paid sick leave for each 30 hours worked by the employee; and (2) provide that an employee may use such leave for specific reasons, including to attend: (a) to the employee's or the employee's family member's health condition; (b) to family violence related matters; and (c) a meeting at a child family member's school.

Bill Number	CODS Position	Category	Description	TML Summary
HB831	Watch	Other Finance and Administration	Relating to the interlocutory appeal of certain orders regarding the constitutionality, effect, or enforceability of a statute.	
HB826	Watch	Utilities and Environment	Relating to monitoring air contaminant emissions in certain counties.	
HB828	Watch	Community and Economic Development	Relating to the creation of certain criminal offenses concerning firearm sales at gun shows; authorizing a fee.	
HB829	Watch	Property Tax	Relating to the text of ballot propositions that increase taxes.	
HB834	Watch	Public Safety and Emergency Management	Relating to limiting the locations where a person may carry a firearm other than a handgun in certain counties; creating a criminal offense.	
HB835	Watch	Personnel	Relating to unlawful employment practices with respect to compensation and wage history.	
HB841	Watch	Personnel	Relating to requiring certain employers to provide paid sick leave to employees; providing administrative penalties.	
HB853	Watch	Utilities and Environment	Relating to the issuance of air quality permits for certain facilities located in a nonattainment area.	would, for the construction or major modification of a facility that is a major stationary source and is located or proposed to be located in an area designated as a nonattainment area, provide that the Texas Commission on Environmental Quality (TCEQ), in making its finding as to whether emissions from the facility will contravene the intent of the Clean Air Act, the TCEQ shall: (1) conduct an analysis of alternative locations, sizes, production processes, and environmental control techniques for the facility that demonstrates that the benefits of the facility significantly outweigh the environmental and social costs imposed as a result of the facility's location, construction, or modification; and (2) in conducting the analysis, consider the cumulative impacts that would result from the issuance of the permit without changes to the site location, size, production processes, and environmental control techniques.
HB843	Watch	Land Use	Relating to certain general definitions in the Code Construction Act.	
HB844	Watch	Land Use	Relating to the authority of a municipality or county to request a hearing from the Texas Commission on Environmental Quality related to the construction of a concrete plant.	

Bill Number	CODS Position	Category	Description	TML Summary
HB851	Watch	Property Tax	Relating to the determination and reporting of the number of residence homesteads of certain property owners for which the owner is receiving certain ad valorem tax benefits.	
HB863	Watch	Public Safety and Emergency Management	Relating to senior independent living communities; providing civil and administrative penalties.	would, among other things: (1) require the Texas Division on Emergency Management to: (a) establish, maintain, and annually
HB859	Watch	Utilities and Environment	Relating to the establishment of the Texas Environmental Justice Advisory Council.	
HB860	Watch	Other Finance and Administration	Relating to requirements for subscription service contracts; providing a civil penalty.	
HB871	Watch	Land Use	Relating to the residential and commercial building codes of municipalities.	would, among other things, provide for the adoption of the International Residential Code and International Building Code as they existed on May 1, 2021, as the municipal residential building code and municipal commercial building code for all cities in Texas.
HB873	Watch	Utilities and Environment	Relating to air quality permits for aggregate production operations and concrete batch plants.	would, among other things: (1) provide that the Texas Commission on Environmental Quality (TCEQ) shall accept written questions about a facility requesting a standard permit for the production of aggregates or the operation of a concrete plant that performs wet batching, dry batching, or central mixing from the public until the 15th day before the date of the hearing or meeting; (2) require TCEQ to, not later than the 14th day before the date of the hearing or meeting in (1), above, notify each city and county in which the facility is located or proposed to be located, among others, of the date, time, and place of the hearing or meeting; (3) provide that a person authorized to use a standard permit for the production of aggregates or the operation of a concrete plant that performs wet batching, dry batching, or central mixing must: (a) install equipment to monitor noise levels from the facility: (i) at the point on the perimeter of the property on which the facility is located that is closest to the nearest building in use as a single-family or multifamily residence, school, place of worship, or commercial enterprise; and (ii) at two other points on the perimeter of the property on which the facility is located equidistant from the point described by (3)(a)(i), above; (b) ensure that outdoor lighting installed at the facility complies with standards adopted by the Illuminating Engineering Society;
HB878	Watch	Land Use	Relating to the regulation of residential land use and accessory dwelling units by a political subdivision; authorizing a fee.	This bill addresses, among other things, both density preemption in certain cities, and the regulation of accessory dwelling units (ADUs) in all cities. The density preemption components of the bill apply to a city with a population of 85,000 or more that is wholly or partly located in a county with a population of one million or more, and would provide, among other things, that:
HB882	Watch	Land Use	Relating to building codes applicable in the unincorporated areas of a county; authorizing a fee.	
HB884	Watch	Sales Tax	Relating to the municipal sales and use tax for street maintenance.	would, among other things, provide that: (1) for a city in which a majority of the voters voting in each of the last two consecutive elections concerning the adoption or reauthorization of the street maintenance sales tax favored adoption or reauthorization and in which the tax has not expired since the first of those two consecutive elections, the city may call an election to reauthorize the tax for a period of eight or ten years, instead of four years; and (2) revenue from the street maintenance sales tax may be used to maintain and repair: (a) a city street or sidewalk; and (b) a city water, wastewater, or stormwater system located in the width of a way of a city street.

Bill Number	CODS Position	Category	Description	TML Summary
HB892	Watch	Elections	Relating to requiring a person to submit proof of citizenship to register to vote.	
HB894	Watch	Elections	Relating to the acceptance of identification for voters who identify as transgender.	
HB910	Watch	Elections	Relating to the venue for the prosecution of an election offense.	
HB911	Watch	Personnel	Relating to the designation of Celebration of Life Day as a state holiday.	
HB918	Watch	Land Use	Relating to the authority of a property owners' association to regulate the assembly, association, and speech of property owners or residents.	
HB922	Watch	Elections	Relating to residence for purposes of voting and other matters affecting a candidate's eligibility.	
HB926	Watch	Other Finance and Administration	Relating to the adoption and voidability of certain rules proposed by a state agency.	
HB934	Watch	Elections	Relating to the eligibility to vote in certain primary elections.	
HB937	Watch	Open Government	Relating to the procedure by which certain special districts are required to provide notice of certain matters.	
HB938	Watch	Community and Economic Development	Relating to a cause of action for drag performances performed in the presence of a minor.	
HB939	Watch	Other Finance and Administration	Relating to a liability limit for noneconomic damages for personal injury claims.	
HB941	Watch	Public Safety and Emergency Management	Relating to the resilience of the electric grid and certain municipalities.	

Bill Number	CODS Position	Category	Description	TML Summary
HB943	Watch	Public Safety and Emergency Management	Relating to informed consent before the provision of certain medical treatments involving COVID-19 vaccination.	
HB948	Watch	Open Government, Personnel	Relating to the required posting by governmental entities of employee contracts and compensation on entity Internet websites.	
HB949	Watch	Open Government, Personnel	Relating to an employee's right to privacy of personal health information; providing a civil penalty.	would provide, among other things, that: (1) an employee has the right to keep the employee's personal health information private and is not required to disclose that information to the employee's employer, including a city, unless the disclosure is required by state or federal law; (2) an employer may not take an adverse employment action or discriminate against an employee who exercises the right described by (1), above; and
HB951	Watch	Elections	Relating to requiring a voter to be affiliated with a political party to vote in that party's primary election or otherwise participate in that party's affairs; creating a criminal offense.	
HB954	Watch	Land Use	Relating to the authority of a county to cancel subdivisions in the extraterritorial jurisdiction of a municipality.	would provide that a person owning real property located in a portion of the city's extraterritorial jurisdiction subject to county control over platting may apply to the county commissioner's court for cancellation of certain subdivision plats.
HB952	Watch	Elections	Relating to identification of early voting ballots voted by mail by electronic code.	
HB953	Watch	Other Finance and Administration	Relating to a prohibition on the receipt of bond proceeds by persons who make a contribution to certain political committees.	
HB959	Watch	Elections	Relating to the date of the primary election runoff.	
HB963	Watch	Property Tax	Relating to the limitation on increases in the appraised value of a residence homestead for ad valorem tax purposes.	would, among other things: (1) provide that the appraised value of residence homestead for the first year the owner qualifies for a homestead exemption is equal to the market value of the property; (2) provide, if the owner acquired the property as a purchaser, that the purchase price of the property is considered to be the market value of the property; (3) provide that the appraised value of residence homestead for a subsequent tax year is equal to the appraised value of the property for the preceding tax year as adjusted by the chief appraiser for the current tax year to reflect any positive change from the preceding tax year in the purchasing power of the dollar for consumers in this state as determined by the comptroller; and

Bill Number	CODS Position	Category	Description	TML Summary
HB968	Watch	Elections	Relating to processes to address election irregularities; providing a civil penalty.	
HB972	Watch	Property Tax	Relating to an exemption from ad valorem taxation of a portion of the appraised value of a property other than a residence homestead that is the primary residence of an adult who has an intellectual or developmental disability and who must be related to the owner or trustee of the property within a certain degree by consanguinity.	would amend the Texas Constitution to provide that the appraised value of a residence homestead: (1) is equal to the market value of the property for the first year the owner qualifies for a homestead exemption; and (2) is equal to the appraised value of the property for the preceding tax year as adjusted by the chief appraiser for the current tax year to reflect any positive change from the preceding tax year in the purchasing power of the dollar for consumers in this state for a subsequent tax year. (See
HB982	Watch	Other Finance and Administration	Relating to the authority of a taxing unit other than a school district, county, municipality, or junior college district to establish a limitation on the amount of ad valorem taxes that the taxing unit may impose on the residence homesteads of certain low-income individuals who are disabled or elderly and their surviving spouses.	
HJR49	Watch	Elections	Proposing a constitutional amendment to require a person to submit proof of citizenship to register to vote.	
HJR52	Watch	Land Use	Proposing a constitutional amendment protecting private schools from state and local regulation.	

Bill Number	CODS Position	Category	Description	TML Summary
HJR59	Watch	Property Tax	Proposing a constitutional amendment to authorize a political subdivision other than a school district to establish a limitation on the amount of ad valorem taxes that the political subdivision may impose on the residence homesteads of persons who are disabled or elderly and their surviving spouses.	
HJR67	Watch	Property Tax	Proposing a constitutional amendment authorizing the legislature to exempt from ad valorem taxation the total assessed value of the residence homestead of an unpaid caregiver of an individual who is eligible to receive long-term services and supports under the Medicaid program while the individual is on a waiting list for the services and supports.	
HJR71	Watch	Property Tax, Other Finance and Administration	Proposing a constitutional amendment providing that a residence homestead is not subject to seizure or sale for delinquent ad valorem taxes.	

Bill Number	CODS Position	Category	Description	TML Summary
HJR72	Watch	Property Tax	Proposing a constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of a portion of the market value of a property that is the primary residence of an adult who has an intellectual or developmental disability and who must be related to the owner or trustee of the property within a certain degree by consanguinity.	
HJR74	Watch	Property Tax	Proposing a constitutional amendment authorizing the legislature to provide that the appraised value of a residence homestead for ad valorem tax purposes for the first tax year that the owner of the property qualifies the property for a residence homestead exemption is the market value of the property and that, if the owner purchased the property, the purchase price of the property is considered to be the market value of the property for that tax year and to limit increases in the appraised value of the homestead for subsequent tax years based on the inflation rate.	

Bill Number	CODS Position	Category	Description	TML Summary
HJR82	Watch	Property Tax	Proposing a constitutional amendment to provide for an exemption from ad valorem taxation by certain political subdivisions of a portion of the market value of the residence homestead of the parent or guardian of a person who is disabled and who resides with the parent or guardian.	
HJR83	Watch	Property Tax	Proposing a constitutional amendment to authorize the legislature to exclude from the market value of real property for ad valorem tax purposes the value of any improvement, or any feature incorporated in an improvement, made to the property if the primary purpose of the improvement or feature is compliance with the requirements of standards that address accessible design of buildings or other facilities.	
HJR88	Watch	Property Tax, Utilities and Environment	Proposing a constitutional amendment to authorize the commissioners court of a county to exempt from ad valorem taxation by each political subdivision that taxes the property the portion of the assessed value of a person's property that is attributable to the installation in or on the property of a rainwater harvesting or graywater system.	

Bill Number	CODS Position	Category	Description	TML Summary
HJR94	Watch	Community and Economic Development	Proposing a constitutional amendment protecting the right to produce meat and meat food products naturally derived from livestock.	
HJR97	Watch	Property Tax, Utilities and Environment	Proposing a constitutional amendment to authorize the legislature to provide for an exemption from ad valorem taxation of the amount of the market value of real property that arises from the use of xeriscape on the property.	
HB823	Watch	Personnel	Relating to the recovery of exemplary damages based on a compensable death under the Texas Workers' Compensation Act.	
SB103	Watch	Other Finance and Administration	Relating to prohibiting the purchase of or acquisition of title to real property by and contracts or other agreements with certain aliens or foreign entities.	would provide, among other things, that: (1) the following entities and individuals may not purchase or otherwise acquire title to real property in Texas: (a) a governmental entity of China, Iran, Russia, or North Korea; (b) a company or entity that is (i) headquartered in China, Iran, Russia, or North Korea; (ii) directly or indirectly under the control of China, Iran, Russia, or North Korea; or (iii) owned or under the control of one or more individuals who are citizens of China, Iran, Russia, or North Korea; (c) a company or other entity that is owned or controlled by a company or entity described in (1)(b), above; or (d) an individual who is a citizen of China, Iran, Russia, or North Korea; (2) a city may not enter a contract payable with public money with: (a) a governmental entity or other entity described in (1), above; or (b) an individual who is a citizen of China, Iran, Russia, or North Korea.
SB105	Watch	Elections	Relating to the procedure for closing a polling place.	would, among other things, provide that: (1) when closing the polls on the last day of early voting, the presiding election judge and alternate presiding judge shall place the printed tape that shows the counter was set to zero for each candidate or measure on the ballot in envelope no. 2; and (2) when closing the polls for voting on election day, any watcher present, but not more than three, may sign the printed tape described in (1), above.
SB106	Watch	Elections	Relating to the separation of federal elections from state and local elections, and to related practices and procedures.	
SB107	Watch	Elections	Relating to the disposition of certain election records.	
SB108	Watch	Elections	Relating to the appointment of election clerks.	would provide that: (1) the alternate presiding judge shall serve as the presiding judge for an election if the regularly appointed presiding judge is not present at a polling location; (2) a person may not prevent an alternate presiding judge from freely observing or occupying the area in which voters are being accepted for voting; (3) the alternate presiding judge for an election precinct shall appoint an election clerk to assist the judge in the conduct of an election at the polling place served by the judge; (4) the authority that appoints election judges shall prescribe the maximum number of election clerks that the alternate presiding judge may appoint for each election; (5) the alternate presiding judge shall appoint at least one clerk for each precinct in each election; and (6) the provision that requires the presiding judge to appoint, in an election conducted by the regularly appointed presiding judge, an alternate presiding judge as one of the clerks is repealed.

Bill Number	CODS Position	Category	Description	TML Summary
SB109	Watch	Elections	Relating to the procedure for closing a polling place.	would provide that any watcher present at the opening and closing of a polling place, but not more than three, may sign a tape printed to show the number of votes cast for each candidate or ballot measure for each voting machine.
SB110	Watch	Elections	Relating to accommodating a voter unable to enter a polling place.	would provide that: (1) for a voter who is physically unable to enter the polling place without personal assistance or likelihood of injuring the voter's health, on the voter's request for assistance in marking the ballot, two election officers shall provide assistance in marking the ballot; and (2) any person accompanying the voter described in (1), above, shall exit the vehicle and remain outside of the vehicle unless the person is selected by the voter to provide the voter assistance.
SB170	Watch	Public Safety and Emergency Management	Relating to authorizing the possession, use, cultivation, distribution, delivery, sale, and research of medical cannabis for medical use by patients with certain medical conditions and the licensing of medical cannabis organizations; authorizing fees.	would, among other things: (1) authorize the possession, use, cultivation, distribution, delivery, sale, and research of medical cannabis for medical use by patients with certain medical conditions; (2) provide for the issuance of a medical cannabis research license; (3) provide for the issuance of a medical cannabis dispensing organization license; (4) authorize fees for licenses under (2) and (3), above; (5) provide regulations regarding physicians recommending the use of medical cannabis; (6) provide certain legal protections for patients using cannabis for medical use pursuant to (1), above; and (7) preempt a municipality, county, or other political subdivision from enacting, adopting, or enforcing a rule, ordinance, order, resolution, or other regulation that prohibits the cultivation, production, dispensing, researching, testing, or possession of medical cannabis.
SB145	Watch	Elections	Relating to early voting by mail by any qualified voter and to the repeal of certain criminal offenses concerning the solicitation and distribution of an application to vote by mail.	
SB146	Watch	Elections	Relating to the voter registration of naturalized United States citizens.	
SB214	Watch	Sales Tax	Relating to a temporary exemption from sales and use taxes for certain residential heating, ventilation, and air conditioning systems and installation services.	would provide a sales tax exemption for the sale and installation of heating, ventilation, and air conditioning systems for sales that take place on or after March 1, 2026, and before September 1, 2027, if the system: (1) is used for the purchaser's primary single-family residence; (2) has a minimum Seasonal Energy Efficiency Rating of 14 SEER; (3) is designated as an Energy Star qualified product under the Energy Star program; and (4) is installed by a person licensed to engage in air conditioning and refrigeration contracting.
SB115	Watch	Personnel	Relating to civil liability for, governmental health plan coverage of, and public funding for gender modification procedures and treatments.	would, among other things, prohibit a governmental entity from using or providing public money for the provision or administration of a gender modification procedure or treatment.
SB210	Watch	Land Use	Relating to municipal permitting requirements for certain development projects supported with low income housing tax credit allocations.	would provide that in cities with a population over 100,000: (1) an application for a building permit for certain affordable housing projects submitted to the city for review must be granted or denied in no more than 50 percent of the time allotted by the city to grant or deny any residential building permit application; and (2) if the city has adopted an accelerated residential building permit review process, an applicant for building permit for certain affordable housing projects shall be allowed to submit the application for review under the accelerated process.

Bill Number	CODS Position	Category	Description	TML Summary
SB220	Watch	Personnel	Relating to an employer's civil liability under the Texas Workers' Compensation Act for injuries sustained by certain victims of sexual assault or abuse.	would provide that an employee who is a victim of sexual assault or abuse may bring a cause of action, outside the workers' compensation program, against the employee's employer if: (1) the employee is an individual with an intellectual or developmental disability; and (2) the employee's injuries arose from the employer's negligence.
SB241	Watch	Public Safety and Emergency Management	Relating to prohibitions on camping in a public place.	would: (1) prohibit a local entity, including a city, from adopting or enforcing a policy under which the entity prohibits or discourages the enforcement of any public camping ban, including prohibiting or discouraging the investigation or enforcement of a violation of a public camping ban; (2) provide that a local entity may not permit camping by homeless individuals on a property designated for that purpose until the Texas Department of Housing and Community Affairs has approved a plan for the property; (3) require each local entity to develop and implement a process that allows a person to file a complaint with the local entity regarding a violation of a public camping ban; (4) require a local entity to report to the attorney
SB239	Watch	Other Finance and Administration	Relating to the use by a political subdivision of public funds for lobbying and certain other activities.	
SB247	Watch	Property Tax	Relating to the applicability of the law governing the provision of state aid to certain local governments disproportionately affected by the granting of ad valorem tax relief to disabled veterans.	
SB258	Watch	Elections	Relating to electronic voter registration.	
SB292	Watch	Community and Economic Development	Relating to certain requirements in connection with the acquisition of real property for public use by an entity with eminent domain authority.	would: (1) amend the "Landowner's Bill of Rights," to include additional information on the condemnation process, the condemning entity's obligations to the property owner, the property owner's options during condemnation, and the entity's right to sue for permission to survey the property; (2) require an entity seeking to condemn property to provide a survey permission form to include information on the property owner's rights to refuse permission, negotiate terms, and hold the entity responsible for damages; and (3) require an entity with eminent domain authority, which seeks to acquire property without using that authority, to separately identify and make a separate offer for the real property it seeks to acquire outside the condemnation process.
SB296	Watch	Public Safety and Emergency Management	Relating to driving safety or motorcycle operator training course dismissal.	would: (1) allow a defendant to request to complete an approved driver's safety course or motorcycle operator training and safety program course to dismiss an applicable traffic citation through a court-authorized email address or internet portal, on or before the answer date on notice to appear; and (2) provide that a defendant is eligible for dismissal of all offenses arising out the same criminal transaction following completion of such course, if each offense is eligible for dismissal following completion of such course, and the defendant satisfies all other applicable requirements.
SB309	Watch	Elections	Relating to a person submitting proof of citizenship to verify eligibility to vote in Texas.	
SB310	Watch	Elections	Relating to the determination of a majority vote in certain elections.	

Bill Number	CODS Position	Category	Description	TML Summary
SB317	Watch	Land Use	Relating to the removal, relocation, alteration, or construction of certain monuments or memorials located on public property; authorizing a civil penalty.	would, among other things, provide that: (1) a monument which has been located on city property for at least 25 years may be removed, relocated, or altered only following approval of a majority of city voters at an election held for that purpose; (2) a monument which has been located on city property for less than 25 years may be removed, relocated, or altered by the city's governing body; (3) additional monuments may be added to the property on which a monument is located to complement or contrast with the existing monument; and (4) a city resident may file a complaint with the attorney general asserting violations of (1) or (2), above, and the attorney general may seek injunctive relief, equitable relief, mandamus and civil penalties against the city.
SB324	Watch	Personnel	Relating to requiring state contractors, political subdivisions of this state, and private employers to participate in the federal electronic verification of employment authorization program, or E-verify.	would, among other things, provide that: (1) a political subdivision, including a city, shall register and participate in the E-verify program to verify the information of all new employees; and (2) an employee of a political subdivision who
SB335	Watch	Land Use	Relating to regulating the cultivation, manufacture, processing, distribution, sale, testing, transportation, delivery, transfer, possession, and use of cannabis and cannabis products; authorizing the imposition of fees; requiring occupational licenses; creating a criminal offense.	would, among other things: (1) authorize the cultivation, manufacture, processing, distribution, sale, testing, transportation, delivery, transfer, possession, use, and taxation of cannabis and cannabis products; (2) provide that a person may prohibit or restrict the possession, consumption, cultivation, distribution, processing, sale, or display of cannabis or cannabis products on property the person owns, occupies, or manages, except under certain circumstances; (3) provide that a commissioners court of a county may order an election to approve the operation of cannabis growers, cannabis establishments, or cannabis testing facilities in the county; (4) provide that a county that authorizes the operation of cannabis growers, cannabis establishments or cannabis testing facilities in the county may adopt regulations consistent with the bill governing the hours of operation, location, manner of conducting business, and number of cannabis growers, cannabis establishments, or cannabis testing facilities; (5) require a license to operate as a cannabis grower, cannabis establishment, cannabis secure transporter, or cannabis testing facility; (6) establish the cannabis regulation account and limit appropriation of money in the account for implementing and administering this bill; and (7) creating the offense of selling, giving, or causing marijuana to be sold to a person under twenty-one years of age, or another person who intends to provide the marijuana to a person under twenty-one years of age.
SB322	Watch	Property Tax	Relating to the limitation on increases in the appraised value of certain real property for ad valorem tax purposes.	would: (1) exempt a mineral interest from the temporary property tax appraisal cap applicable to real property other than a residence homestead; (2) reduce the temporary property tax appraisal cap applicable to real property other than a residence homestead from 20 percent to ten percent; and (3) extend the expiration date of the temporary property tax appraisal cap to 2031. (See S.J.R. 23, below.)
SB338	Watch		Relating to required provision of workers' compensation insurance coverage for employees of building and construction contractors and subcontractors.	
SB339	Watch	Other Finance and Administration	Relating to authorization for a county or municipality to establish a local minimum wage.	would, among other things, allow: (1) a city to adopt a minimum wage that exceeds the federal minimum wage to be paid by an employer to each of its employees for services performed in the city; and (2) a county to adopt a minimum wage that exceeds the federal minimum wage to be paid by an employer to each of its employees for services performed in the unincorporated areas of the county, including areas located within the extraterritorial jurisdiction of a city.

Bill Number	CODS Position	Category	Description	TML Summary
SB341	Watch	Elections	Relating to the use of preferential voting in certain elections.	would, among other things, provide that: (1) a special election held to fill a vacancy in an office requiring a majority vote must use preferential voting, which allows a voter to rank each candidate for office through a numerical designation from the candidate the voter favors most to the candidate the voter favors least; (2) if no candidate receives a majority of the votes cast designating the highest favorable ranking for an office, the votes of the candidate receiving the fewest number of votes are reassigned to the candidate ranking next highest in the preference of a voter; (3) if after reassigning votes under (2), above, no candidate receives a majority of the votes cast designating the modified highest favorable ranking, the reassignment of a vote to a voter's next most preferred candidate as described in (2), above, continues until one candidate receives a majority; and (4) a runoff election is not held when preferential voting under (1), above, applies.
SB342	Watch	Elections	Relating to the use of preferential voting in certain elections.	
SB361	Watch	Personnel	Relating to a prohibition of employment discrimination on the basis of reproductive decisions and certain employment agreements limiting reproductive decisions.	would, among other things: (1) provide that an employer, including a city, commits an unlawful employment practice if the employer discriminates against an individual because of or on the basis of the individual's reproductive decision, including: (a) the individual's marital status at the time of pregnancy; (b) the use of assisted reproduction to become pregnant; (c) the use of contraception or a specific form of contraception; or (d) the obtainment or use of any other health care drug, device, or service relating to reproductive health; (2) require an employer that provides an employee handbook to include in the handbook information regarding the prohibition of discrimination because of or on the basis of a reproductive decision; and (3) provide that a mandatory arbitration agreement between an employer and an employee is void and unenforceable to the extent the agreement limits the reproductive decisions of an employee or an employee's immediate family member. (Companion bill is
SB370	Watch	Personnel	Relating to the availability of certain personal information of a child, spouse, or surviving spouse of a current or former employee of the office of the attorney general.	would, among other things: (1) expand the definition of "family member" for purposes of the personal information of employees or officials of certain governmental entities that may be withheld under the Public Information Act (PIA) to include a minor child, adult child, spouse or surviving spouse of the employee or official; (2) provide that information is excepted from public disclosure under the PIA if it is information that relates to the home address, home telephone number, emergency contact information, or social security number of a family member of a current or former employee of the office of the attorney general or that reveals whether the person has family members; and (3) provide that a form notifying a governmental body of a public employee's or officer's choice to restrict public access to their personal information is confidential and not subject to disclosure under the PIA.
SB372	Watch	Personnel	Relating to the persons authorized or appointed to exercise the power of sale under the terms of a contract lien on real property.	would expand the definitions of "trustee" and "substitute trustee" to include a city as an authorized entity under the terms of certain security instruments to exercise the power of sale. (Companion bill is H.B. 576)
SB404	Watch	Other Finance and Administration	Relating to the investment of public funds by a local government in investment pools.	would: (1) provide that a city may invest funds in an investment pool only if the pool is managed by the comptroller or the Texas Treasury Safekeeping Trust Company (TTSTC); (2) require a city to divest all of its funds from any investment pool not managed by the comptroller or TTSTC according to a schedule provided in the bill; (3) provide that a city may delay the schedule for divestment only to the extent that the city determines that divestment will likely result in: (a) a loss in the hypothetical value of all funds managed by the city; or (b) an individual portfolio that uses a benchmark-aware strategy being subject to an aggregate expected deviation from its benchmark; and (4) require that a city that delays the schedule for divestment or otherwise ceases to divest must submit a report to the presiding officer of each house of the legislature, the attorney general, and the comptroller stating the reasons and justification, supported by clear and convincing evidence, for the city's delay.
SB403	Watch	Other Finance and Administration	Relating to the dedication of certain state money for ad valorem tax relief.	would: (1) require the comptroller to deposit the amount of money received from the federal government during the preceding fiscal year as reimbursement for border security costs incurred by the state into an account in the general revenue fund; and (2) provide that money in the account described in (1), above, may only be appropriated by the legislature to provide ad valorem tax relief.
SB415	Watch	Open Government	Relating to the authority of a governmental body to require certain persons to sign a confidentiality agreement in response to a request for public information for legislative purposes under the public information law.	would provide that: (1) a governmental body shall provide written notification to a member, committee, or agency of the legislature that requests public information if the governmental body requires such person to sign a confidentiality agreement regarding the requested information; (2) the governmental body must provide the notice to the requesting member, committee, or agency not later than the fifth business day following the date the governmental body receives the request for the information that is the subject of the notice; and (3) a governmental body may not require a person to sign a confidentiality agreement if: (a) the governmental body fails to provide the notice required by (1), above in the time and manner prescribed by (2), above; and (b) an agreement regarding the information is not signed by each party to the agreement before the 10th business day following the date the notice required by (1), above, is received by the requesting member, committee, or agency.

Bill Number	CODS Position	Category	Description	TML Summary
SB411	Watch	Personnel	Relating to training requirements for certain public officials and candidates for public office.	would, among other things, provide that: (1) an elected local government official, including a member of city council, is not required to attend or complete any continuing education training required for the office; (2) the Texas Division of
SB419	Watch	Property Tax	Relating to the determination of the market value of solar energy property for ad valorem tax purposes.	would require the chief appraiser to calculate the depreciated value of solar energy property by using a useful life of not less than 35 years when appraising the property using the cost method.
SB423	Watch	Personnel	Relating to conducting certain contested case hearings under the Texas workers' compensation system by remote communication.	would, among other things, provide that, on mutual agreement of the parties, the Division of Workers' Compensation shall conduct a contested case hearing telephonically or by videoconference.
SB427	Watch	Other Finance and Administration	Relating to the eligibility of certain political subdivisions to receive a state loan or grant following the political subdivision's failure to comply with certain annual financial reporting requirements.	would, among other things, provide that: (1) a city that fails to file its required annual financial audit is not eligible to receive a state loan or grant under a state program for the city's fiscal year in which the city was required to file the report; and
SB460	Watch	Public Safety and Emergency Management	Relating to the jurisdiction and enforcement of certain international organization policies.	would prohibit: (1) the state or a political subdivision of the state from enforcing or implementing a policy or rule of the United Nations; and (2) the state, state agency, political subdivision of the state, public school district, private school, open-enrollment charter school, or an institution of higher education, from enforcing or implementing a World Health Organization public health policy or guideline, unless expressly authorized by state law or executive order.
SB461	Watch	Personnel	Relating to disclosure of certain relationships with local government officers and vendors.	would, for the purposes of disclosure of a relationship between a local government officer and vendor: (1) broaden the term "agent" to also include a subcontractor; (2) eliminate the following exceptions from the term "business relationship": (a) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (b) a transaction conducted at a price and subject to terms available to the public; or (c) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency; (3) expand the term "family member" to include a person related to another person within the third degree of consanguinity or the second degree by affinity; and (4) include dividends, capital gains, or interest generated from a trust in the definition of "investment income."
SB467	Watch	Property Tax	Relating to the reappraisal for ad valorem taxation purposes of real property on which a building completely destroyed by a casualty is located.	would: (1) require the chief appraiser to, at the request of the owner, reappraise a residence homestead that is completely destroyed by a casualty; and (2) require taxing units to recalculate the amount of taxes due to account for the changed value and, if the tax on the property has been paid, refund the amount by which the payment exceeded the tax due as recalculated.

Bill Number	CODS Position	Category	Description	TML Summary
SB470	Watch	Utilities and Environment	Relating to the issuance of certificates of obligation by local governments.	<p>would, among other things: prohibit an issuer of a certificate of obligation (CO), including a city, from issuing a CO for the following types of public improvements: (a) a public safety facility, including a police station, fire station, emergency shelter, jail, or juvenile detention facility; (b) a judicial facility; (c) an administrative office building housing the governmental functions of the city or county; (d) an animal shelter; (e) a library; (f) the rehabilitation, expansion, reconstruction, or maintenance of an existing stadium, arena, civic center, convention center, or coliseum that is owned and operated by the city or county or by an entity created to act on behalf of the city or county; (g) constructing or equipping a jail; and (h) constructing a bridge that is part of or connected to a county road or an approach to such a bridge;</p> <p>authorize the issuance of a CO for: (a) a telecommunications, wireless communications, or information technology system and any computer application hardware or software; and (b) a cybersecurity system;</p> <p>allow the governing body of an issuer to authorize a CO only as necessary to pay a contractual obligation, or professional services associated with an obligation, to be incurred for the construction, creation, renovation, repair, or improvement of a public work that is necessary to: (a) comply with a state or federal law or rule, but only if the issuer has been officially notified of noncompliance with the law or rule; (b) to mitigate the impact of the following, as determined by the governing body: (i) a public health emergency in the jurisdiction of the issuer that poses an imminent danger to the physical health or safety of the residents of the issuer, so long as the governing body adopts a resolution describing the conditions and circumstances of the public health emergency; or (ii) a natural disaster in the jurisdiction of the issuer subject to a state of disaster declared or renewed by the governor or the presiding officer of the governing body of an issuer; or (c) to respond to a court decision that requires the issuer to construct, create, renovate, repair, or improve a public work;</p> <p>provide that, if necessary because of a change order for a contractual obligation incurred for the construction, renovation, repair, or improvement of a public work, the governing body of an issuer may authorize the issuance of COs in an amount not to exceed 15 percent of the contractual obligation;</p> <p>require the governing body of an issuer that authorizes the issuance of COs to enter into a contract for the construction, creation, renovation, repair, or improvement of a public work for which the issuance is authorized not later than the 90th day after the date the governing body authorizes the issuance;</p> <p>prohibit a city from issuing a CO for the payment of contractual obligations to be incurred in restoring historic structures;</p> <p>reduce the maturity period of a CO from 40 years to 30 years;</p> <p>prohibit the governing body of an issuer from authorizing certificate of obligation to pay a contractual obligation to be incurred if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding five years and failed to be approved; and</p> <p>lower the protest petition threshold to force an election on the issuance of a CO from five percent of the qualified voters of the issuer to two percent of the registered voters of the issuer.</p>
SB472	Watch	Property Tax	Relating to the right of the chief appraiser of an appraisal district, the appraisal district, or the appraisal review board of the appraisal district to bring certain claims in an appeal of an order of the appraisal review board.	<p>would prohibit a chief appraiser, an appraisal district, or an appraisal review board from bringing a counterclaim in an appeal from a property tax protest.</p>

Bill Number	CODS Position	Category	Description	TML Summary
SB488	Watch	Property Tax	Relating to the authority of a taxing unit other than a school district to establish a limitation on the amount of ad valorem taxes that the taxing unit may impose on the residence homesteads of individuals who are disabled or elderly and their surviving spouses.	would expand the law authorizing cities to adopt a property tax freeze on the residence homestead of individuals who are elderly or disabled and their surviving spouses to all taxing units other than school districts. (See S.J.R. 26, below.) (Companion bill is
SB492	Watch	Land Use	Relating to the establishment of the Task Force on Concrete Plants.	would: (1) create the Task Force on Concrete Plants; (2) require the task force to consult with experts on and study the effects of air and noise pollution caused by concrete batch and crushing plants in Texas; (3) require the task force to: (a) develop recommendations for legislation to: (i) reduce air and noise pollution caused by concrete batch and crushing plants; (ii) improve the processes for issuing permits for and inspecting concrete batch and crushing plants; and (iii) improve enforcement of statutes and rules that apply to concrete batch and crushing plants; and (b) identify best practices to reduce air and noise pollution caused by concrete batch and crushing plants; and (4) require the task force to submit a report of its findings to the governor, the lieutenant governor, and the speaker of the house of representatives not later than December 1, 2026.
SB517	Watch	Public Safety and Emergency Management	Relating to criminal offenses applicable to and authorized uses of gambling devices, including eight-liners.	would, among other things, provide that: (1) the term "gambling device" includes an "eight-liner" device; (2) it is a defense to prosecution for gambling that the conduct consists of entirely playing or using a gambling device in which: (a) skill is the predominant requirement for the player or user to win or be awarded a thing of value for playing or using the device; and (b) the player or user may only win or be awarded as a thing of value for playing or using the device: (i) noncash merchandise available only on the premises where the device is located; or (ii) a ticket, coupon, or other representation of value redeemable only on the premises where the device is located for noncash merchandise; (3) for purposes of (2), above: (a) the value of the noncash merchandise or representation of value redeemable for noncash merchandise won or awarded for a single play of game on or use of a gambling device may not exceed the lesser of a wholesale value of ten times the amount charged for the single play or use or five dollars; and (b) the wholesale value of an item of noncash merchandise won or awarded for playing or using the device or for which a person may redeem one or more tickets, coupons, or other representations of value won or awarded for playing or using the device may not exceed \$50; (4) it is a defense to prosecution for gambling that the conduct consists entirely of playing or using a gambling device in which the player or user of the device may win or be awarded only the opportunity to continue playing the game or using the device and the opportunity is not exchangeable for another thing of value; (5) it is a defense to promoting gambling, keeping a gambling place, or possession of a gambling device, equipment, or paraphernalia that the conduct consists of or is a necessary incident to offering, using, or maintaining one or more gambling devices used exclusively for conduct for which (2) or (4), above, provides a defense to a person playing or using the device, including manufacturing, transporting, storing, or repairing the device; (6) a licensed authorized organization operating or conducting bingo may exhibit and allow patrons to play or use a gambling device described in (2), above; and (7) certain state law provisions relating to game rooms are repealed. (Companion bill is H.B. 487 by Tepper.)
SB501	Watch	Utilities and Environment	Relating to underground facility safety.	
SB504	Watch	Open Government	Relating to the disclosure of certain financial information by certain nonprofit organizations that enter into sizeable contracts with political subdivisions.	
SB505	Watch	Elections	Relating to processes to address election irregularities; providing a civil penalty.	

Bill Number	CODS Position	Category	Description	TML Summary
SB506	Watch	Elections	Relating to requirements for certain petitions requesting an election and ballot propositions and to related procedures and provisions.	
SB507	Watch	Elections	Relating to election supplies and the conduct of elections; creating criminal offenses; increasing criminal penalties.	
SB508	Watch	Elections	Relating to preparing and delivering precinct election returns; increasing a criminal penalty.	
SB510	Watch	Elections	Relating to the failure of a voter registrar to comply with voter registration laws.	
SB511	Watch	Elections	Relating to prohibiting an officer or employee of this state or of a political subdivision of this state from distributing certain voter registration application forms.	
SB542	Watch	Land Use	Relating to the authority of a property owners' association to assess a fine for discolored vegetation or turf during a period of residential watering restriction.	would prohibit a property owner's association from assessing a fine against a property owner related to the maintenance of green turf or vegetation while the property is subject to residential watering restrictions mandated by a city, water utility, or other water supplier, and for a reasonable period following the lifting of the watering restrictions. (Companion bills are H.B. 359 by Goodwin and H.B. 517 by Harris Davila.)
SB621	Watch	Other Finance and Administration	Relating to a prohibition on the establishment, operation, or ownership of a public bank by a political subdivision.	would provide that a political subdivision may not establish, operate, or own an organization or entity that is organized for the purpose of engaging in banking.
SB567	Watch	Elections		would provide, among other things, that a polling place may not be located at a building owned or controlled by a school district or an open-enrollment charter school unless: (1) the building is not located on or adjacent to a school campus; or (2) the building is located in a county with a population of 50,000 or less and the election authority cannot identify a reasonable alternative polling place.

Bill Number	CODS Position	Category	Description	TML Summary
SB589	Watch	Personnel	Relating to consideration of criminal history of applicants for public employment.	would, among other things, provide that: (1) before making a conditional offer of employment to an applicant, a public employer may not: (a) obtain criminal history record information relating to the applicant; or (b) ask the applicant to disclose orally or in writing information regarding the applicant's criminal history, if any; (2) before making a conditional offer of employment, a public employer may: (a) notify the applicant for a position that certain criminal convictions disqualify the applicant from consideration for the position under law or the employer's written policy; or (b) include a question on an initial employment application form regarding whether an applicant has been convicted of a criminal offense that would disqualify the applicant from employment under law if the question is limited to offenses that result in disqualification; (3) a public employer may obtain criminal history record information after the public employer has made a conditional offer of employment to an applicant; and (4) the provisions of (1)-(3), above, do not apply to any position with a law enforcement agency for which a license is required by the Texas Commission on Law Enforcement.
SB618	Watch	Elections	Relating to the unlawful altering of election procedures; providing a civil penalty.	would, among other things, provide that: (1) after the secretary of state receives or discovers information indicating that a public official or election official has created, altered, modified, waived, or suspended any election standard, practice, or procedure mandated by law or rule in a manner not expressly authorized by the Election Code, the secretary shall investigate the standard, practice, or procedure; (2) if the secretary of state determines that a violation of (1), above, has occurred, the secretary shall send to the public official or election official: (a) notification of the secretary's determination; (b) a demand that the official immediately cease the implementation or enforcement of the standard, practice, or procedure determined to have been violated; and (c) instructions for the specific actions necessary for compliance; (3) if more than two days after receiving notification under (2), above, a public official or election official does not comply as instructed, the secretary of state shall: (a) notify the attorney general that the official may be subject to a civil penalty under (4), below; and (b) forward to the attorney general any documents or information received, discovered, or created during the secretary's investigation; (4) a public official or election official is liable for a civil penalty for each day that the official fails or refuses to take an affirmative action to comply in an amount not to exceed: (a) \$1,000 per day for each day after the second day and on or before the seventh day after receiving a notice from the secretary of state; or (b) \$5,000 per day for each day after the seventh day after receiving a notice from the secretary of state; and (5) the attorney general may bring an action to recover a civil penalty imposed under (4), above.
SB63	Watch	Community and Economic Development	Relating to the licensing and regulation of child swim instruction operators; requiring an occupational license; imposing penalties, including administrative penalties; authorizing fees.	
SB73	Watch	Other Finance and Administration	Relating to the creation and duties of the unfunded mandates interagency work group.	would establish an unfunded mandate interagency workgroup and require the group to, among other things, publish an advisory list of mandates for which the legislature has not provided reimbursement following each regular or special session of the legislature.
SB72	Watch	Community and Economic Development	Relating to the regulation of private passenger vehicle rental companies.	
SB749	Watch		Relating to the adoption of an ad valorem tax rate by certain special districts and voter approval of a proposed ad valorem tax rate that exceeds the voter-approval tax rate.	
SB75	Watch	Public Safety and Emergency Management, Utilities and Environment	Relating to the resilience of the electric grid and certain municipalities.	

Bill Number	CODS Position	Category	Description	TML Summary
SB755	Watch	Sales Tax	Relating to an exemption from sales and use taxes for firearms, ammunition, and other related items sold during a limited period.	
SB763	Watch	Land Use	Relating to the renewal and review of standard permits for certain concrete plants.	
SB765	Watch	Open Government	Relating to the confidentiality of fraud detection and deterrence information under the public information law.	
SB77	Watch	Elections	Relating to the use of paper ballots and certain electronic devices in conducting an election.	would, among other things, provide that: (1) a signature roster in the form of an electronic device may not be used in an election; (2) an election officer at a polling place where an electronic voting system is used must provide a paper ballot to each voter who requests one; (3) a paper ballot provided under (2), above, must be printed at the time the request is made and, after being voted by the voter, must be scanned at the polling place with an optical scanner; and (4) a voting system that consists of a ballot marking device may not be used in an election.
SB773	Watch	Property Tax	Relating to the exemption from ad valorem taxation of real property owned by certain charitable organizations.	
SB78	Watch	Elections	Relating to the security of election systems.	would, among other things, provide that: (1) an election system that is capable of being connected to the Internet or any other computer network may not be used in an election held in this state, except for the use of a visible wired connection to an isolated local area network within the building; and (2) equipment used in the operation of a voting system must have a documented chain of custody and be stored in a locked facility with video surveillance monitoring the storage facility at all times.
SB796	Watch	Land Use	Relating to the construction of certain concrete batch plants.	would provide that: (1) the executive director of the Texas Commission on Environmental Quality may grant a person authorized under a standard permit to construct a concrete plant that performs wet batching, dry batching, or central mixing only one extension not to exceed 90 days to any deadline to begin construction of the plant incorporated in the standard permit; and (2) on receiving a request to extend a deadline, the executive director shall send notice of the request to the state senator and representative who represent the area in which the facility will be located.
SB817	Watch	Utilities and Environment	Relating to air quality permits for certain concrete plants and crushing facilities.	would, among other things: (1) provide that for a facility that is a concrete crushing facility or a concrete plant that performs wet batching, dry batching, or central mixing, the Texas Commission on Environmental Quality by rule shall prohibit the operation of a facility within 440 yards of the following types of buildings or areas: (a) a building in use as a single or multifamily residence, school, or place of worship; (b) a place of business where employees of the business perform outdoor work near the facility; or (c) a park or other outdoor recreational area, including a playing field; and (2) repeal the provision that provides only those persons actually residing in a permanent residence within 440 yards of the proposed concrete plant that performs wet batching, dry batching, or central mixing may request a hearing as a person who may be affected.

Bill Number	CODS Position	Category	Description	TML Summary
SB824	Watch	Open Government	Relating to the public information law.	<p>would provide that: (1) if a governmental body determines it has no information responsive to a request for information, the officer for public information shall notify the requestor in writing not later than the tenth business day after the date the request is received; (2) if a governmental body determines the requested information is subject to a previous determination that permits or requires the governmental body to withhold the requested information, the officer for public information shall, not later than the 10th business day after the date the request is received: (a) notify the requestor in writing that the information is being withheld; and (b) identify in the notice the specific previous determination the governmental body is relying on to withhold the requested information; (3) a governmental body may not impose a charge for providing a copy of public information if: (a) the information is a campaign report required to be filed with the governmental body, unless all of those reports filed with the governmental body during the preceding three years are available to the public on the governmental body's website; (b) the officer for public information is required to make a certification under that the officer cannot produce the public information for inspection or duplication within ten business days after the date the information is requested; (c) the governmental body asked for clarification of the request under later than the tenth business day after the date the information was requested; (d) the governmental body asked for an attorney general decision with respect to the requested information and did not provide to the requestor the information required when a decision is requested; or (e) the attorney general issued a written opinion determining that the requested information is subject to a mandatory disclosure; (4) with limited exceptions, in a lawsuit brought under the Public Information Act (PIA), the court shall assess costs of litigation and reasonable attorney fees incurred by a plaintiff or intervening requestor: (a) who substantially prevails; or (b) to whom a governmental body voluntarily releases the requested information, unless before the lawsuit is filed: (i) the governmental body releases the information; or (ii) the governmental body certifies a date and hour within a reasonable time when the information will be available for inspection or duplication; (5) if a governmental body fails to promptly produce public information as required under the PIA, the requestor may send a written complaint to the attorney general, which must include: (a) the original request for information; and (b) any correspondence received from the governmental body in response to the request; and (6) if the attorney general determines the governmental body improperly failed to comply in connection with a request for which a complaint is made under (5), above: (a) the attorney general shall notify the governmental body in writing and require the governmental body to complete open records training not later than six months after receiving the notification; (b) the governmental body may not assess costs to the requestor for producing information in response to the request; and (c) if the governmental body seeks to withhold information in response to the request, the governmental body must: (i) request an attorney general decision not later than the fifth business day after the date the governmental body receives the notification; and (ii) release the requested information unless there is a compelling reason to withhold the information.</p>

Bill Number	CODS Position	Category	Description	TML Summary
SB844	Watch	Land Use	Relating to procedures for changes to a zoning regulation or district boundary.	<p>would provide, among other things, that:</p> <p>(1) for proposed changes to a zoning regulation or district boundary that either is requested by an owner of real property that is subject to the proposed change, or initiated by a city that has the effect of making residential development more restrictive than the previous regulation, provide that a protest of the change must be written and signed by the owners of at least 60 percent of either: (a) the area of the lots or land covered by the proposed change; or (b) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area;</p> <p>(2) for a proposed change to a zoning regulation or district boundary that is protested under Number 1, above, the proposed change must receive, in order to take effect, the affirmative vote of at least: (a) three-fourths of all members of the governing body for a protest by 60 percent of the owners of real property that is subject to the proposed change; or (b) a majority of all members of the governing body for a protest by 60 percent of the owners of real property of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area;</p> <p>(3) for zoning changes not described in Number 1, above, the only notice required of the proposed change is: (a) notice of the time and place of a public hearing on the proposal must be published in an official newspaper or a newspaper of general circulation in the city before the 15th day before the date of the hearing; and (b) notice prescribed under certain circumstances in a home rule community;</p> <p>(4) for zoning changes not described in Number 1, above, the following persons may bring an action against a city for declaratory and injunctive relief to compel the city to adopt the change: (1) a person who applies for a change to a zoning regulation or district boundary applicable to the area subject to the proposed change; (2) a person eligible to apply for residency in a housing development project in the area subject to the proposed change; or (3) a nonprofit organization;</p> <p>(5) in an action brought under Number 4, above: (a) the court shall: (i) ensure that its order or judgment is implemented; and (ii) award a prevailing claimant reasonable attorney's fees and costs; (b) the action may not be transferred to a different venue without the written consent of all parties; and (c) the Fifteenth Court of Appeals has exclusive intermediate appellate jurisdiction;</p> <p>(6) an action brought under Number 4, above, may be brought in: (a) the county in which all or a substantial part of the events or omissions giving rise to the claim occurred; (b) the county of residence for any one of the natural person defendants at the time the cause of action accrued; (c) the county of the principal office in this state of any one of the defendants that is not a natural person; or (d) the county of residence for the claimant if the claimant is a natural person residing in this state;</p> <p>(7) for a zoning change that is not described in Number 1, above, and that has the effect of making residential development less restrictive than the previous regulation, the change is conclusively presumed valid and to have occurred in accordance with all applicable statutes and ordinances if an action to annul or invalidate the change has not been filed before the 60th day after the effective date of the change;</p> <p>(8) a person may submit a complaint to the attorney general of a suspected violation of Numbers 1, 3, or 7, above;</p> <p>(9) if the attorney general determines that a city has violated the provisions of Numbers 1, 3, or 7, above, the city may not adopt a property tax rate that exceeds the city's no-new-revenue tax rate for the three tax years that begin on or after the date of the determination; and the proposed provisions on certain rules and restrictions outlined above do not limit the applicability of a historic preservation rule, deed restriction, or homeowners association rule.</p>

Bill Number	CODS Position	Category	Description	TML Summary
SB852	Watch	Open Government	Relating to the public information law.	<p>would provide that: (1) if a governmental body determines it has no information responsive to a request for information, the officer for public information shall notify the requestor in writing not later than the 10th business day after the date the request is received; (2) if a governmental body determines the requested information is subject to a previous determination that permits or requires the governmental body to withhold the requested information, the officer for public information shall, not later than the tenth business day after the date the request is received: (a) notify the requestor in writing that the information is being withheld; and (b) identify in the notice the specific previous determination the governmental body is relying on to withhold the requested information; (3) a governmental body may not impose a charge for providing a copy of public information if: (a) the information is a campaign report required to be filed with the governmental body, unless all of those reports filed with the governmental body during the preceding three years are available to the public on the governmental body's website; (b) the officer for public information is required to make a certification under that the officer cannot produce the public information for inspection or duplication within ten business days after the date the information is requested; (c) the governmental body asked for clarification of the request under later than the 10th business day after the date the information was requested; (d) the governmental body asked for an attorney general decision with respect to the requested information and did not provide to the requestor the information required when a decision is requested; or (e) the attorney general issued a written opinion determining that the requested information is subject to a mandatory disclosure; (4) with limited exceptions, in a lawsuit brought under the Public Information Act (PIA), the court shall assess costs of litigation and reasonable attorney fees incurred by a plaintiff or intervening requestor: (a) who substantially prevails; or (b) to whom a governmental body voluntarily releases the requested information, unless before the lawsuit is filed: (i) the governmental body releases the information; or (ii) the governmental body certifies a date and hour within a reasonable time when the information will be available for inspection or duplication; (5) if a governmental body fails to promptly produce public information as required under the PIA, the requestor may send a written complaint to the attorney general, which must include: (a) the original request for information; and (b) any correspondence received from the governmental body in response to the request; and (6) if the attorney general determines the governmental body improperly failed to comply in connection with a request for which a complaint is made under (5), above: (a) the attorney general shall notify the governmental body in writing and require the governmental body to complete open records training not later than six months after receiving the notification; (b) the governmental body may not assess costs to the requestor for producing information in response to the request; and (c) if the governmental body seeks to withhold information in response to the request, the governmental body must: (i) request an attorney general decision not later than the fifth business day after the date the governmental body receives the notification; and (ii) release the requested information unless there is a compelling reason to withhold the information.</p>

Bill Number	CODS Position	Category	Description	TML Summary
SB854	Watch	Land Use	Relating to municipal regulation of multifamily and mixed-use development on religious land.	would, among other things, provide that: (1) "religious land" is land that is: (a) owned by a religious organization; or (b) leased by a religious organization for a term of at least 40 years; (2) except for religious land located within a quarter mile of a heavy industrial use, an airport, a seaport, or a military base, a city must permit multifamily and mixed-use as allowable uses on religious land; (3) a city may not require a proposed multifamily or mixed-use development on religious land to obtain a zoning or land use change, special exception, variance, conditional use approval, special use permit, comprehensive plan amendment, or other land use classification or approval to: (a) permit the proposed use and development; or (b) allow for the minimum densities, building height, setbacks, and site development regulations authorized under (4), below; (4) for a multifamily or mixed-use development on religious land, a city may not: (a) restrict the height of a proposed development to less than 40 feet and three full stories; (b) require front setbacks greater than 15 feet, rear setbacks greater than ten feet, or side setbacks greater than five feet; (c) establish minimum parking requirements except as required by federal law; (d) restrict the ratio of the development's proposed building gross floor area to site area, building coverage, density, unit size or number base as compared to site area, size of a unit, or otherwise restrict development using any other dimensional constraint; (e) prohibit supportive housing or group homes; or (f) for a proposed development converting an existing building from a different use to a multifamily or mixed-use, require the conversion to exceed standards imposed by the International Building Code; (5) a city may apply the following regulations that are generally applicable to other developments in the city: (a) sewer and water access requirements; (b) stormwater mitigation requirements; and (c) building codes, except as otherwise provided by (3), above; (6) a city shall ministerially approve an application for a multifamily or mixed-use development on religious land if the development satisfies the city's land development regulations for multifamily or mixed-use developments, as applicable, other than a regulation involving a matter described by (4), above; (7) a person or housing organization affected by a city's violation may bring an action against the city or an officer or employee of the city in their official capacity; (8) claimant must bring an action under 6, above, in a county in which the real property that is the subject of the action is wholly or partly located; (9) in an action brought under 6, above, a court: (a) may: (i) enter a declaratory judgment; (ii) issue a writ of mandamus compelling a defendant officer or employee to comply; (iii) issue an injunction preventing the defendant from violations; and (iv) award damages to the claimant for economic losses caused by the violation in certain circumstances; and (b) shall award reasonable attorney's fees and court costs incurred to a prevailing claimant; (10) governmental and official immunity are waived; and (11) the Fifteenth Court of Appeals has exclusive intermediate appellate jurisdiction over an appeal or original proceeding arising from an action brought under this section.
SB99	Watch		Relating to certain documents required to be attached to legislation proposing the creation or expansion of an occupational license.	
SB481	Watch	Public Safety and Emergency Management	Relating to emergency preparedness and response plans for the continued care and safety of nursing facility and assisted living facility residents.	would, among other things, require a nursing facility to install and maintain an emergency generator or alternate power source, a fuel supply with enough capacity to power the emergency generator or alternate power source for not less than 96 hours, and a carbon monoxide alarm or detector.
SJR14	Watch		Proposing a constitutional amendment to reserve to the people the powers of initiative and referendum.	

Bill Number	CODS Position	Category	Description	TML Summary
SJR15	Watch	Property Tax	<p>Proposing a constitutional amendment authorizing the legislature to provide that the appraised value of a residence homestead for ad valorem tax purposes for the first tax year that the owner of the property qualifies the property for a residence homestead exemption is the market value of the property and that, if the owner purchased the property, the purchase price of the property is considered to be the market value of the property for that tax year and to limit increases in the appraised value of the homestead for subsequent tax years based on the market value of all new improvements to the property.</p>	
SJR16	Watch	Community and Economic Development	<p>Proposing a constitutional amendment to foster economic development and job growth, provide tax relief and funding for education and public safety programs, and reform and support the horse racing industry by authorizing casino gaming at destination resorts, authorizing sports wagering, and creating the Texas Gaming Commission to regulate casino gaming and sports wagering; requiring a license to conduct casino gaming; requiring the imposition of a casino gaming tax, sports wagering tax, and license application fees.</p>	

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