



"City of Choice"

City Council Meeting 6:30pm - 11:30pm

Tuesday, October 15, 2024, 6:30 PM
200 S. Main St.
Cibolo, Texas 78108

Est. Duration: 3 hr 15 min

1. Call to Order

As the presiding officer over this meeting, one of my duties is to maintain an appropriate and professional atmosphere to conduct the business of the city. Statements made during the meeting, no matter to whom they are directed, must be made with the utmost respect and dignity of others. It has become apparent that when anyone during a meeting speaks in a manner other than with dignity and respect of others it distracts from and interferes with the Council's efforts to conduct city business in an efficient and effective manner. Such conduct during our meetings, will be admonished, called "out of order", and the speaker will lose the floor. Any repeated conduct by a City Councilmember at the same meeting will result in that person losing the eligibility to be recognized to speak beyond one minute per any item on the agenda, other than to make a motion, second a motion or participate in a voice vote on any item.

2. Roll Call and Excused Absences

2A. Excused Absence

3. Invocation

4. Pledge of Allegiance

5. Presentation of Awards/Recognitions

5A. Five-year Service Award to Nicole Perez.

5B. Five-Year Service Award to Mario Troncoso.

6. Proclamations

6A. Proclamation for Domestic Violence Awareness Month. (Ms. Montoya, Ms. Hinojosa, Ms. Strentzsh, and Ms. Kepcyk)

7. Citizens to be Heard

This is the only time during the Council Meeting that a citizen can address the City Council. It is the opportunity for visitors and guests to address the City Council on any issue to include agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. City Council may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, City Council may present any factual response to items brought up by citizens. (Attorney General Opinion - JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the Council as a body. Remarks may also be addressed to any individual member of the Council so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. This meeting is livestreamed. If anyone would like to make comments on any matter regarding the City of Cibolo or on an agenda item and have this item read at this meeting, please email pcimics@cibolotx.gov and vchapman@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.

8. Consent Agenda - Consent Items (General Items)

(All items listed below are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the consent agenda and will be considered as part of the order of business.)

8A. Approval of the minutes of the Regular City Council Meeting held on September 24, 2024.

8B. Approval of the July 2024 Check Register pending final acceptance of the City's financial audit for the 23/24 fiscal year.

8C. Approval of the July 2024 Revenue and Expense Report pending final acceptance of the City's financial audit for the 23/24 fiscal year.

8D. Approval and authorizing the City Manager to execute a work order with Colliers Engineering to provide services for FY 25 in the amount of \$100,000.

9. Staff Update

9A. Administration

- a. Reminder of Town Hall scheduled for October 19.
- b. Meet the Candidate Night at the Noble Event Center - October 16 from 6pm to 8pm.
- c. CIP Updates
- d. RFP, RFQs, and RFBs
- e. Cibolofest Recap

9B. Police Department/Animal Services

9C. Information Services Department

10. Resolutions

10A. Approval/Disapproval of a Resolution of the City of Cibolo assigning the City Attorney's Office to represent Cibolo in the Special Project of filing the CCN Transfer of 3200 acres of Wastewater Utility Service Area with the Public Utility Commission. (Mr. Hyde)

10B. Approval/Disapproval of a Resolution of the City of Cibolo Nominating a candidate to the Guadalupe County Appraisal District for Election to the Board of Directors. (Mr. Reed/Ms. Cimics)

11. Ordinances

11A. Approval/Disapproval of an Ordinance for a Conditional Use Permit request to allow a Convenience Storage use for 7.38 acres out of 12.7630 acres tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC. (Ms. Huerta)

11B. Approval/Disapproval of an Ordinance amending the Fiscal Year 2025 Fee Schedule. (Ms. Miranda)

12. Discussion/Action

12A. Discussion/Action on the approval of the Cibolo Youth Advisory Council applicants. (Mr. Huggins)

12B. Discussion/Action on authorizing the City Manager to negotiate a Professional Services Agreement with Freese and Nichols to complete the Cibolo South Sanitary Sewer Master Plan. (Mr. Gomez)

12C. Discussion/Action on FY 25 CIP Road Projects and Public Works Equipment. (Mr. Gomez)

12D. Discussion/Action to allow the City Manager to approve an Annual Price Agreement for Road Construction Materials with Brauntex Materials for In-House Public Works Projects. (Mr. Gomez)

12E. Discussion/Action to allow the City Manager to execute a contract with Presidio Contracting, LLC for the construction of the Trailhead Parking Lot for the Pond at HEB. (Mr. Gomez)

12F. Discussion/Action to allow the City Manager to approve a contract with JM Pipeline LLC for the Green Valley Rd Water Main Extension. (Mr. Gomez)

12G. Discussion/Action on Potential Modification to FY25 CIP Fire Fleet Replacement Plan. (Chief Troncoso)

12H. Discussion/Action and authorizing the City Manager to sign the Interlocal Agreement for Fire Protection Services with Guadalupe County and the City of Cibolo. (Chief Troncoso)

12I. Discussion/Feedback on adopting the 2021 International Fire Code with amendments. (Chief Troncoso)

12J. Discussion/Feedback on adopting the 2021 International Codes and the 2023 National Electric Code. (Mr. Hanson)

12K. Discussion/Presentation/Feedback on a follow-up presentation related to school traffic and a possible amendment to the City's No Parking ordinance. (Mr. Huggins)

12L. Discussion/Feedback on the proposed updates to the FY25-27 Council Strategic Plan Implementation Matrix and Draft Annual Report. (Mr. Reed)

12M. Discussion on the Palm Field Subdivision Investigation Report. (Councilman Hicks)

12N. Discussion on Park Valley Road and Haekerville Road drainage from resident's complaints at the Council Meeting of September 24th. (Councilman Hicks)

12O. Discussion on the fees of open house and garage sale signs. (Councilman Hicks)

12P. Discussion from Councilmembers that have attended seminars, events, or meetings. (Council)

12Q. Discussion on items the City Council would like to see on future agendas. (Council)

12R. Discussion on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date, and place of additional special meetings or workshops. (Ms. Cimics)

13. Executive Session

The City Council will meet in Executive Session as Authorized by the Texas Gov't Code Section 551.071, Consultation with Attorney and Section 551.086 Meeting Concerning Municipally Owned Utility to discuss the following:

13A. The deployment or implementation of critical infrastructure pertaining to the Municipal Water System.

14. Open Session

The City Council will reconvene into Regular Session and take/or give direction or action, if necessary, on items discussed in the Executive Session.

14A. Executive Session Action

15. Adjournment

15A. Adjourn Meeting

This Notice of Meeting is posted pursuant to the Texas Government Code 551.041 - .043 on the front bulletin board of the Cibolo Municipal Building, 200 South Main Street, Cibolo, Texas which is a place readily accessible to the public at all times and that said notice was posted on



Peggy Cimics, TRMC

City Secretary

Pursuant to Section 551.071, 551.072, 551.073, 551.074, 551.076, 551.077, 551.084 and 551.087 of the Texas Government Code, the City of Cibolo reserves the right to consult in closed session with the City Attorney regarding any item listed on this agenda. This agenda has been approved by the city's legal counsel and subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551. This has been added to the agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144.

A possible quorum of committees, commissions, boards and corporations may attend this meeting.

This facility is wheelchair accessible and accessible parking space is available. Request for accommodation or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (210) 566-6111. All cell phones must be turned off before entering the Council Meeting.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____ 2024.

Name and Title

Date Posted: October 8, 2024



City Council Regular Meeting Staff Report

A. Proclamation for Domestic Violence Awareness Month. (Ms. Montoya, Ms. Hinojosa, Ms. Strentzsh, and Ms. Kepcyk)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Proclamations Item: 6A.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[Domestic Violence Awareness October 2024.pdf](#)



A PROCLAMATION
TO DESIGNATE THE MONTH OF OCTOBER 2024 AS
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic Violence victims are not confined to any group or groups of people and does not discriminate based on socioeconomic status, gender or age; and

WHEREAS, Domestic Violence is a systematic use of physical, emotional, sexual, psychological and economic abuse and control that violates an individual's privacy, dignity, security, and humanity; and

WHEREAS, Domestic Violence victims are oftentimes children who suffer lifelong effects from exposure to the emotional and physical trauma of Domestic Violence; and

WHEREAS, Domestic Violence victims exhibit astounding strength, courage, and resilience as they overcome significant barriers to escape Domestic Violence; and

WHEREAS, Domestic Violence victims served by the Crisis Center of Comal County are viewed as more than a statistic, they are a Family Member, a Neighbor, a Co-Worker, and a Friend whose torturous struggle has affected our society as a whole making the journey of prevention essential towards ending the debilitating cycle of Domestic Violence; and

WHEREAS, all Texans must take action to eradicate Domestic Violence through a committed dedication to extraordinary advocacy on behalf of victims by being their voice and raising awareness; and

WHEREAS, Domestic Violence Awareness Month is a time to remember and honor victims by guiding them to Safety, nurturing their Healing, and securing their Freedom by providing them HOPE through a safety net of services that include crisis shelters, childcare, counseling, legal advocacy, and case management;

NOW, THEREFORE, I, MARK ALLEN, MAYOR OF CIBOLO, TEXAS, on behalf of the Cibolo City Council, staff, and citizens, do hereby proclaim the month of October 2024 as **DOMESTIC VIOLENCE AWARENESS MONTH** and encourage our citizens to join the Crisis Center of Comal County, allied professionals, and Domestic Violence survivors in mourning the many lives lost to Domestic Violence, and to celebrate our unified progress that could not have been made without the strength of our connection and victim advocacy.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of the City of Cibolo to be affixed on this the 15th day of October 2024.

Mark Allen, Mayor
City of Cibolo



City Council Regular Meeting Staff Report

A. Approval of the minutes of the Regular City Council Meeting held on September 24, 2024.

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8A.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[092424 Council Minutes.pdf](#)



CIBOLO CITY COUNCIL
CIBOLO MUNICIPAL BUILDING
200 S. Main
Cibolo, Texas 78108
September 24, 2024
6:30 p.m. to 10:30 p.m.

MINUTES

1. Call to Order – Mayor Allen called the meeting to order at 6:30 p.m.

As the presiding officer over this meeting, one of my duties is to maintain an appropriate and professional atmosphere to conduct the business of the city. Statements made during the meeting, no matter to whom they are directed, must be made with the utmost respect and dignity of others. It has become apparent that when anyone during a meeting speaks in a manner other than with dignity and respect of others it distracts from and interferes with the Council's efforts to conduct city business in an efficient and effective manner. Such conduct during our meetings, will be admonished, called "out of order", and the speaker will lose the floor. Any repeated conduct by a City Councilmember at the same meeting will result in that person losing the eligibility to be recognized to speak beyond one minute per any item on the agenda, other than to make a motion, second a motion or participate in a voice vote on any item.

2. Roll Call and Excused Absences – Members Present: Mayor Allen, Councilman Benson, Councilman Roberts, Councilman Mahoney, Councilwoman Cunningham, Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks.
3. Invocation – Invocation was given by Councilman Hicks.
4. Pledge of Allegiance – All in attendance recited the Pledge of Allegiance.
5. Proclamation

- A. Proclamation for National Night Out.

The National Night Proclamation was ready by Councilman Hicks. Chief Andres and members of the Cibolo Police Department accepted the Proclamation.

- B. Proclamation for Domestic Violence Awareness Month.

Councilwoman Cunningham read the Domestic Violence Awareness Month Proclamation. The Proclamation was presented to Ms. Story and Ms. Chandler.

- C. Proclamation for Texas Teachers' Day.

Proclamation for Texas Teachers' Day was read by Councilman Hetzel.

6. Citizens to be Heard

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agenda items. All visitors wishing to speak must fill out the Sign-In Roster prior to the start of the meeting. The City Council may not deliberate any non-agenda issue, nor may any action be taken on any non-agenda issue at this time; however, the City Council may present any factual response to items brought up by citizens. (Attorney General Opinion – JC-0169) (Limit of three minutes each.) All remarks shall be addressed to the Council as a body. Remarks may also be addressed to any individual member of the Council so long as the remarks are (i) about matters of local public concern and (ii) not disruptive to the meeting or threatening to the member or any attendee. Any person violating this policy may be requested to leave the meeting, but no person may be requested to leave or forced to leave the meeting because of the viewpoint expressed. **This meeting is livestreamed. If anyone would like to make comments on any matter regarding the City of Cibolo or on an agenda item and have this item read at this meeting, please email pcimics@cibolotx.gov and ychapman@cibolotx.gov or telephone 210-566-6111 before 5:00 pm the date of the meeting.**

The following individuals spoke during this item: Ms. Medina spoke on JustServe.org organization. They are an organization that goes out and helps in communities. There is no cost its just people wanting to help out. They have served with community clean-up, youth and senior events, and any events the city many needs help with. They are here to just introduce themselves and explain how the organization can help Cibolo. Mr. Yanley stated that he lives on Park Valley Dr. in Cibolo. He stated that his fence post was damaged in February, and he had been told by the city that it would be taken care of. Mr. Yanley wants to know when will this be fix. He also stated that now that the city has worked in the area there is a four foot drop off by his driveway with no rails. It's dangerous as there is metal spikes in the ground. If someone was to fall they could be serious hurt or impaled by the spikes. This needs to be fix and fix now. Mr. Yanley stated, "Just do the Right Thing". Mr. Shepard spoke on the CUP for 102 Short St. He stated that he has had a short-term rental which has been very successful having over 230 people stay on the property since he started renting it. Those individuals are shopping and eating in Cibolo spending money and bringing tax dollars to the City of Cibolo. He started to build a tiny home on the property but was told to stop as his permit was not correct he needed to have a minor plat. Mr. Shepard stated to do this requires the CUP. Ms. Schneider also spoke on the hazardous and unsafe environment do to construction. There is no erosion control and nails and screws left laying all over the ground. Ditches are not allowed to be four feet deep. Nothing is being done about the unsafe conditions. Ms. Schneider stated if the only was to get something done about the unsafe situation is to contact that TV station she would do that. Mr. MacLauchlan stated that he was running for City Council At-Large Place 6. He said he hopes to make a difference in the city. Mr. MacLauchlan stated he is not just running he is running to win. Mr. Jeffords spoke on the Youth Council and his disappointment in the appointment delay. He said that he is a senior this year as others that turned in applications are. They have only this year to have a say in city government. Mr. Jeffords also stated resumes to colleges are due soon and seniors would like to include this Youth Council on their resume. He urges the council to make appointments. Ms. Weimer spoke on HOA and city codes. Ms. John gave her three minutes to Ms. Weimer if she runs out of time. Ms. Weimer spoke on vehicles and boats being parked on lawns. Junk in yards. She also spoke about animals being tender to trees in front yards. These animals are at risk of attacking people. All these items effect the values of the homes in the neighborhood. There has already been a few homes that had their home up for sale and unable to sell because of the neighborhood. Ms. Weimer ask for the city to support HOA's. The next items were read by the City Secretary's office. Mr. Garza wrote in support of the CUP on 102 Short Street. He stated that he receives many customers from renters of his property. Mr. Hilburn also wrote in support of Mr. Shepard and his property on Short St. in Cibolo.

7. Consent Agenda – Consent Items (General Items)

(All items listed below are considered to be routine and non-controversial by the council and will be approved by one motion. There will be no separate discussion of these items unless a Council member requests, in which case the item will be removed from the consent agenda.)

- A. Approval of the minutes of the Special City Council Meeting held on September 5, 2024.
- B. Approval of the minutes of the Regular City Council Meeting held on September 10, 2024.
- C. Approval of the June 2024 Check Register pending final acceptance of the City’s financial audit for the 23/24 fiscal year.
- D. Approval of June 2024 Revenue and Expense Report pending final acceptance of the City’s financial audit for the 23/24 fiscal year.
- E. Approval of the 2024 Quarterly Investment Report for March 2024 to June 2024.
- F. Approval of the Preliminary Plat of Buffalo Crossing II Knights Crossing Phase 2 subdivision.
- G. Approval of the Final Plat of Saddle Creek Ranch Unit 9A subdivision.

Councilman Mahoney made the motion to approve the consent agenda. The motion was seconded by Councilman Roberts. For: All; Against: None. The motion carried 7 to 0.

8. Staff Update

- A. Fire Department – In packet

9. Discussion/Action

- A. Discussion/Action on the Cibolo and YMCA Partnership.

Councilwoman Cunningham made the motion to approve the Annual YMCA Partnership Report. The motion was seconded by Councilman Mahoney. For: All; Against: None. The motion carried 7 to 0.

- B. Discussion/Presentation on the proposed updates to the FY25-27 Council Strategic Plan Implementation Matrix and Draft FY24 Annual Report.

Mr. Morris briefed the council on the importance of Strategic Planning. He went over action breakdown and progress in the FY 2024 plan along with the draft report. Mr. Morris also covered FY 2025 – FY 2027 Strategic Plan. Mr. Morris also went over suggestions from staff and ask for council’s feedback. The ICMA award was also briefed by Mr. Morris. Council was not in favor of removing the remaining on-going goals that have been completed in previous years as they are now considered a way of doing business. On removing duplicates goals the council thought they could be cleaned up. Council agreed to add the CIP Projects on the Strategic Plan.

- C. Discussion/Presentation regarding the Old Town/Downtown Master Plan Request for Proposals (RFP).

Mr. Spencer briefed this item to the City Council. He covered the Cibolo Downtown Revitalization Plan Elements, Old Town/Downtown Master Plan Update to include Project Objectives, RFP & Project Timeline, and Scope of Work. Council agreed that the updated project objectives accurately reflect the councils feedback from the June meeting. Council

did not have any additional objectives to add. Councilman Benson wanted to make sure whoever gets the contract that they read the old plan before re-writing a new plan.

- D. Discussion/Action on the award of a Professional Engineering Services Contract with Freese and Nichols Inc. for the Cibolo South Sanitary Sewer Master Plan.

This item was pulled from the agenda.

- E. Discussion/Action for purchase of the Carmanah School Flasher system(s), peripheral equipment, and software subscription from MoboTrex, Inc. through BuyBoard Contract #703-23 in an amount not to exceed \$120,250.00.

Councilman Hicks made the motion to approve the purchase of the Carmanah School Flasher system(s), peripheral equipment, and software subscription from MoboTrex, Inc. through BuyBoard Contract #703-23 in an amount not to exceed \$120,250.00. The motion was seconded by Councilwoman Cunningham. For: All; Against: None. The motion carried 7 to 0.

- F. Discussion/Action on the Design Guidance Manual for Streets.

This item was presented by Mr. Otto. There were several items that council would like to see changed. Mr. Otto will make those changes and bring back at a later date.

- G. Discussion on engaging Senator Campbell and other legislators to discuss the property tax exemption.

Councilman Benson stated that he put this on the agenda so the city could have a plan to get in front of this issue with Senator Campbell and other legislators. Mayor Allen also stated that the NEP has made this one of their top three items for this coming year. Councilman Hicks stated that TML is also pushing this to the front of the list for the coming year.

- H. Discussion on the annual review of the City Manager, City Attorney and the City Secretary to include the timeline for completion.

Council did agree that these three evaluations should be done in April of each year so they would be included in the budget. This year's evaluations will be done in October 2024.

- I. Discussion from Councilmembers that have attended seminars, events, or meetings.

Councilman Hetzel attend a Senior Meeting with AACOG. Mayor Allen attended a TxDOT meeting. Councilwoman Cunningham attend a Child Safety class and a data group meeting.

- J. Discussion on items the City Council would like to see on future agendas.

Councilman Hicks – CUP on Wiederstein and Investigation on the Palm Field Subdivision. Councilwoman Cunningham would like to see Youth Council. Other items to be on future agendas - an ordinance on tax relief, an update from TxDOT, and temporary traffic measurers.

- K. Discussion on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date, and place of additional special meetings or workshops.

This item was not discussed as a motion and second was already made to adjourn the meeting.

10. Resolutions – This item was moved up on the agenda

- A. Approval/Disapproval of a Resolution of the City of Cibolo, Texas granting the Texas Department of Transportation a Drainage Easement.

Councilman Hicks made the motion to approve the Resolution of the City of Cibolo, Texas granting the Texas Department of Transportation a Drainage Easement. The motion was seconded by Councilman Roberts. For: All; Against: None. The motion carried 7 to 0.

- B. Approval/Disapproval of a Resolution approving the City of Cibolo Annual Review Policy for the City of Cibolo and the Schertz Cibolo Universal City Independent School District (SCUCISD) Interlocal Agreement.

Councilwoman Cunningham made the motion to approve a Resolution approving the City of Cibolo Annual Review Policy for the City of Cibolo and the Schertz Cibolo Universal City Independent School District (SCUCISD) Interlocal Agreement. The motion was seconded by Councilwoman Sanchez-Stephens. For: All; Against: None. The motion carried 7 to 0.

11. Ordinances – This item was moved up on the agenda

- A. Approval/Disapproval of an Ordinance prohibiting camping in a public place in the City of Cibolo.

Councilman Benson made the motion to approve an Ordinance prohibiting camping in a public place in the City of Cibolo. The motion was seconded by Councilman Hicks. For: Councilman Benson, Councilman Roberts, Councilman Mahoney, Councilwoman Sanchez-Stephens, Councilman Hetzel, and Councilman Hicks; Against: Councilwoman Cunningham. The motion carried 6 to 1.

- B. Approval/Disapproval of an Ordinance for a Conditional Use Permit (CUP) request to allow Hotel/Motel (Bed and Breakfast) use for certain real property located at 102 Short Street, legally described as ABS: 216 SUR: A S LEWIS 0.210 ACRES: ABS: 216 SUR: A S LEWIS 0.0600 ACRES.

Councilman Roberts made the motion to approve an Ordinance for a Conditional Use Permit (CUP) request to allow Hotel/Motel (Bed and Breakfast) use for certain real property located at 102 Short Street, legally described as ABS: 216 SUR: A S LEWIS 0.210 ACRES: ABS: 216 SUR: A S LEWIS 0.0600 ACRES. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

- C. Approval/Disapproval of an Ordinance providing for the fourth amendment of the budget for the fiscal year 2023-2024.

Councilwoman Cunningham made the motion to approve an Ordinance providing for the fourth amendment of the budget for the fiscal year 2023-2024. The motion was seconded by Councilman Hicks. For: All; Against: None. The motion carried 7 to 0.

12. Adjournment – The motion was made by Councilman Hick to adjourn the meeting at 10:05 p.m. The motion was seconded by Councilman Benson. For: All; Against: None. The motion carried 7 to 0.

PASSED AND APPROVED THIS 15TH DAY OF OCTOBER 2024.

Mark Allen
Mayor

ATTEST

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

B. Approval of the July 2024 Check Register pending final acceptance of the City's financial audit for the 23/24 fiscal year.

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8B.
From	
Jessica Donoho, Accounting Manager	
Staff Contact(s)	
Anna Miranda,	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[Detailed Check Register 20240731.pdf](#)



Raw Check Register -July 2024

Check Date: 07/01/2024-07/31/2024

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/05/2024	70356	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	20x Ultrabright Safety Fire Vests - Fire	73.50	
07/05/2024	70356	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	20x Ultrabright Safety Fire Vests - Fire	6.99	
07/05/2024	70356	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	Fire Uniform Pins - Fire	24.50	
07/05/2024	70356	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	20x Ultrabright Safety Fire Vests - Fire	989.80	
07/05/2024	70356	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	Hot Igniter Kit, water filter - Fire	38.98	
07/05/2024	70357	AT&T	GENERAL FUND	INFORMATION TECHNOLOGY	Phone Business Advance - PD	86.28	
07/05/2024	70357	AT&T	GENERAL FUND	INFORMATION TECHNOLOGY	Internet&VoiceBundle - PD	1,585.79	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	CITY SECRETARY	Wireless svcs for May	86.15	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	INFORMATION TECHNOLOGY	Wireless svcs for May	130.49	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	ECONOMIC DEVELOPMENT	Wireless svcs for May	41.83	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Wireless svcs for May	345.96	
07/05/2024	70358	AT&T MOBILITY,LLC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Wireless svcs for May	127.96	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	PARKS	Wireless svcs for May	127.96	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	FINANCE DEPARTMENT	Wireless svcs for May	30.00	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	POLICE DEPARTMENT	Wireless svcs for May	270.98	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	HUMAN RESOURCES	Wireless svcs for May	114.72	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	CITY MANAGER	Wireless svcs for May	291.97	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	POLICE DEPARTMENT	Wireless svcs for May	2,132.80	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	FIRE DEPARTMENT	Wireless svcs for May	583.79	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	COUNCIL	Wireless svcs for May	44.32	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	PARKS	Wireless svcs for May	71.83	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	PUBLIC WORKS STREETS	Wireless svcs for May	365.48	
07/05/2024	70358	AT&T MOBILITY,LLC	GENERAL FUND	ANIMAL SERVICES	Wireless svcs for May	313.08	
07/05/2024	70358	AT&T MOBILITY,LLC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Wireless svcs for May	444.58	
07/05/2024	70359	AXON ENTERPRISE, INC.	GENERAL FUND	POLICE DEPARTMENT	15x Bundle Taser 7 Certification - Patrol	12,088.80	
07/05/2024	70359	AXON ENTERPRISE, INC.	GENERAL FUND	POLICE DEPARTMENT	10x Bundle Taser 7 Certification - SRO	8,100.00	
07/05/2024	70360	CINTAS FIRST AID & SAFETY	GENERAL FUND	PUBLIC WORKS STREETS	First Aid Supplies - PW	99.93	
07/05/2024	70360	CINTAS FIRST AID & SAFETY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	First Aid Supplies - PW	99.93	
07/05/2024	70360	CINTAS FIRST AID & SAFETY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	First Aid Supplies - PW	99.93	
07/05/2024	70360	CINTAS FIRST AID & SAFETY	GENERAL FUND	PARKS	First Aid Supplies - PW	99.93	
07/05/2024	70361	CITY OF SCHERTZ	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	Regional Job Fair Expense - May 30, 2024	170.61	
07/05/2024	70362	CITY OF SCHERTZ	WATER & SEWER FUND	WATER OPERATIONS	Water Svc for Cibolo Subdivision for May	2,072.91	
07/05/2024	70363	COLLIERS ENGINEERING & DESIGN	GRANT FUND	NON-DEPARTMENTAL	687-25-01 Deer Creek Repair and Stabilization	12,090.00	
07/05/2024	70363	COLLIERS ENGINEERING & DESIGN	GRANT FUND	NON-DEPARTMENTAL	687-24-01 Cibolo Animal Shelter Expansion Design	1,705.00	
07/05/2024	70363	COLLIERS ENGINEERING & DESIGN	GRANT FUND	NON-DEPARTMENTAL	687-24-01 Cibolo Animal Shelter Expansion Design	0.00	
07/05/2024	70364	DIXIE OIL COMPANY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	2.5 gal. case musket def - PW	123.60	
07/05/2024	70364	DIXIE OIL COMPANY	GENERAL FUND	PUBLIC WORKS STREETS	2.5 gal. case musket def - PW	123.60	
07/05/2024	70364	DIXIE OIL COMPANY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	2.5 gal. case musket def - PW	123.60	
07/05/2024	70365	GTS TECHNOLOGY SOLUTIONS INC	GRANT FUND	NON-DEPARTMENTAL	ePCR MDC's - Fire	9,637.32	
07/05/2024	70366	HENOCK CONSTRUCTIONS LLC.	23 CERTIFICATES OF OBLIGATION	PUBLIC WORKS - ADMINISTRATION	Cibolo PW Expansion Project	120,419.92	
07/05/2024	70366	HENOCK CONSTRUCTIONS LLC.	23 CERTIFICATES OF OBLIGATION	PUBLIC WORKS - ADMINISTRATION	Cibolo PW Expansion Project	12,444.59	
07/05/2024	70367	HIERHOLZER ENGINEERING, INC	WATER & SEWER FUND	WASTEWATER OPERATIONS	Fixed submersible transducer - Utilities	1,396.00	
07/05/2024	70368	HIGHLAND HOMES	TRAFFIC IMPACT FEES	NO DEPARTMENT	Refund Proj#2024-1292	1,090.00	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	1,800.00	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	77.25	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	102.06	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	77.25	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	12.36	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	24.72	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	15.00	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	310.03	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	77.25	
07/05/2024	70368	HIGHLAND HOMES	DRAINAGE IMPACT FEES	NO DEPARTMENT	Refund Proj#2024-1292	1,015.00	
07/05/2024	70368	HIGHLAND HOMES	GENERAL FUND	NO DEPARTMENT	Refund Proj#2024-1292	15.00	
07/05/2024	70368	HIGHLAND HOMES	PARK LAND FEES	NO DEPARTMENT	Refund Proj#2024-1292	600.00	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/05/2024	70369	JPC CONSTRUCTION INC.	GRANT FUND	NON-DEPARTMENTAL	Dark Fiber Impementation - IT	62,034.05	
07/05/2024	70370	KIMLEY-HORN AND ASSOCIATES,INC	STREET/DRAIN MAINT TAX	NO DEPARTMENT	Cibolo Micro Contract 23-160-09-F	1,907.40	
07/05/2024	70371	LANGLEY & BANACK	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	CEDC Legal Svcs in May	3,041.21	
07/05/2024	70372	LINEBARGER GOGGAN BLAIR	GENERAL FUND	NO DEPARTMENT	July 2023 Fees due LGB&S - Court	397.14	
07/05/2024	70372	LINEBARGER GOGGAN BLAIR	GENERAL FUND	NO DEPARTMENT	Oct. 2023 Court Fees due LGB&S	441.85	
07/05/2024	70373	LOCKWOOD ANDREWS & NEWNAM	GRANT FUND	NON-DEPARTMENTAL	Cibolo Green Valley Rd Low Water Crossing '24	5,897.50	
07/05/2024	70373	LOCKWOOD ANDREWS & NEWNAM	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	CO Cibolo Deer Creek Blvd 2025	8,901.60	
07/05/2024	70373	LOCKWOOD ANDREWS & NEWNAM	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	Cibolo 2023 St. Rehab&Reconstr. 2024	3,089.60	
07/05/2024	70374	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	FIRE DEPARTMENT	Radio Svcs - Fire	731.00	
07/05/2024	70374	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	INFORMATION TECHNOLOGY	Beon Svcs for IT	10.00	
07/05/2024	70375	MATTHEW LUKE GENTRY	GENERAL FUND	FIRE DEPARTMENT	Renewal EMS Personnel Fees - Fire Dept	64.00	
07/05/2024	70376	MK INSPECTIONS	GENERAL FUND	PLANNING	Health Inspections for May - Planning	750.00	
07/05/2024	70377	MORTON MORROW INC	GENERAL FUND	FIRE DEPARTMENT	Semi Annual Svcs - Fire	1,697.39	
07/05/2024	70378	RIDGECREST PRODUCTS, INC	GENERAL FUND	POLICE DEPARTMENT	Flexible Metallic Emblems FME - PD	1,596.80	
07/05/2024	70379	SIDDONS MARTIN EMERGENCY GROUP	GENERAL FUND	FIRE DEPARTMENT	Emergency Repair to front line apparatus	4,558.94	
07/05/2024	70379	SIDDONS MARTIN EMERGENCY GROUP	GENERAL FUND	FIRE DEPARTMENT	Emergency repair to front line apparatus	9,169.07	
07/05/2024	70379	SIDDONS MARTIN EMERGENCY GROUP	GENERAL FUND	FIRE DEPARTMENT	Emergency repair to front line apparatus	4,119.66	
07/05/2024	70380	SITEONE LANDSCAPE SUPPLY, LLC	GENERAL FUND	FIRE DEPARTMENT	Cedar Mulch Bulk - Fire	161.70	
07/05/2024	70381	TEXAS EXCAVATION SAFETY SYSTEM	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Message Fees for Jan. 2024/CIBOLO01	328.90	
07/05/2024	70382	TEXAS UNDERGROUND, INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Root Dawg, Axe Nozzle - Utilities	1,575.00	
07/05/2024	70383	THOMAS A TOBIN	GENERAL FUND	FIRE DEPARTMENT	oil change VIN#2881 - Fire	119.97	
07/05/2024	70384	TMOBILE	GENERAL FUND	PLANNING	GEO tab devices for May	5.92	
07/05/2024	70384	TMOBILE	GENERAL FUND	PUBLIC WORKS STREETS	GEO tab devices for May	29.60	
07/05/2024	70384	TMOBILE	GENERAL FUND	PLANNING	GEO tab devices for May	48.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	PUBLIC WORKS STREETS	GEO tab devices for April	240.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	PLANNING	GEO tab devices for April	48.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	PUBLIC WORKS STREETS	GEO tab devices for April	14.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	PLANNING	GEO tab devices for April	2.80	
07/05/2024	70384	TMOBILE	GENERAL FUND	PUBLIC WORKS STREETS	GEO tab devices for May	240.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	INFORMATION TECHNOLOGY	GEO tab devices for May	5.92	
07/05/2024	70384	TMOBILE	GENERAL FUND	POLICE DEPARTMENT	GEO tab devices for April	21.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	INFORMATION TECHNOLOGY	GEO tab devices for May	48.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	POLICE DEPARTMENT	GEO tab devices for April	360.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	INFORMATION TECHNOLOGY	GEO tab devices for April	48.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	POLICE DEPARTMENT	GEO tab devices for May	44.40	
07/05/2024	70384	TMOBILE	GENERAL FUND	INFORMATION TECHNOLOGY	GEO tab devices for April	2.80	
07/05/2024	70384	TMOBILE	GENERAL FUND	POLICE DEPARTMENT	GEO tab devices for May	360.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	NON-DEPARTMENTAL	GEO tab devices for May	24.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	GEO tab devices for April	120.00	
07/05/2024	70384	TMOBILE	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	GEO tab devices for May	120.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	NON-DEPARTMENTAL	GEO tab devices for April	24.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	GEO tab devices for May	120.00	
07/05/2024	70384	TMOBILE	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	GEO tab devices for May	14.80	
07/05/2024	70384	TMOBILE	GENERAL FUND	NON-DEPARTMENTAL	GEO tab devices for May	2.96	
07/05/2024	70384	TMOBILE	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	GEO tab devices for April	7.00	
07/05/2024	70384	TMOBILE	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	GEO tab devices for April	120.00	
07/05/2024	70384	TMOBILE	GENERAL FUND	NON-DEPARTMENTAL	GEO tab devices for April	1.40	
07/05/2024	70384	TMOBILE	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	GEO tab devices for May	14.80	
07/05/2024	70384	TMOBILE	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	GEO tab devices for April	7.00	
07/05/2024	70384	TMOBILE	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	GEO tab devices for May	312.00	
07/05/2024	70384	TMOBILE	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	GEO tab devices for May	2.96	
07/05/2024	70384	TMOBILE	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	GEO tab devices for May	38.48	
07/05/2024	70384	TMOBILE	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	GEO tab devices for April	24.00	
07/05/2024	70384	TMOBILE	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	GEO tab devices for April	18.20	
07/05/2024	70384	TMOBILE	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	GEO tab devices for May	24.00	
07/05/2024	70384	TMOBILE	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	GEO tab devices for April	312.00	
07/05/2024	70384	TMOBILE	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	GEO tab devices for April	1.40	
07/05/2024	70384	TMOBILE	GENERAL FUND	PARKS	GEO tab devices for May	23.68	
07/05/2024	70384	TMOBILE	GENERAL FUND	PARKS	GEO tab devices for April	11.20	
07/05/2024	70384	TMOBILE	GENERAL FUND	PARKS	GEO tab devices for May	192.00	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/05/2024	70384	TMOBILE	GENERAL FUND	PARKS	GEO tab devices for April	192.00	
07/05/2024	70385	TRAFFIC GRAFFICS	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	31x Die cut decals w/transfer tape - PW	81.79	
07/05/2024	70385	TRAFFIC GRAFFICS	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	31x Die cut decals w/transfer tape - PW	81.80	
07/05/2024	70385	TRAFFIC GRAFFICS	GENERAL FUND	PARKS	31x Die cut decals w/transfer tape - PW	32.71	
07/05/2024	70386	WILLIAM ADOX	GENERAL FUND	NO DEPARTMENT	Overpayment Refund E49949	10.00	
07/05/2024	70390	CITI CARDS	GENERAL FUND	CITY MANAGER	Citibank CC Charges for Wayne Reed	9.00	
07/05/2024	70390	CITI CARDS	GENERAL FUND	COUNCIL	Citibank CC Charges for Valerie Chapman	103.88	
07/05/2024	70390	CITI CARDS	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Citibank CC Charges for Timothy Fousse	90.82	
07/05/2024	70390	CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Valerie Chapman	139.83	
07/05/2024	70390	CITI CARDS	GENERAL FUND	COUNCIL	Citibank CC Charges for Peggy Cimics	369.88	
07/05/2024	70390	CITI CARDS	GENERAL FUND	FIRE DEPARTMENT	Citibank CC Charges for Mario Troncoso	849.00	
07/05/2024	70390	CITI CARDS	GENERAL FUND	COUNCIL	Citibank CC Charges for Peggy Cimics	66.00	
07/05/2024	70390	CITI CARDS	GENERAL FUND	CITY SECRETARY	Citibank CC Charges for Peggy Cimics	596.00	
07/05/2024	70390	CITI CARDS	GENERAL FUND	CITY MANAGER	Citibank CC Charges for Wayne Reed	108.41	
07/05/2024	70390	CITI CARDS	GENERAL FUND	CITY MANAGER	Citibank CC Charges for Peggy Cimics	179.64	
07/12/2024	70391	A TO Z RENTALS	GENERAL FUND	PUBLIC WORKS STREETS	trailer, concrete - shop gate/Streets	269.70	
07/12/2024	70391	A TO Z RENTALS	WATER & SEWER FUND	WASTEWATER OPERATIONS	trailer, concrete - Utilities	227.70	
07/12/2024	70391	A TO Z RENTALS	GENERAL FUND	PUBLIC WORKS STREETS	trailer, concrete 144 Hidden Fawn sidewalk - Streets	497.70	
07/12/2024	70392	AJ'S TIRE SHOP, INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	flat repair/1 gal stop leak - Unit J.D/Drainage	274.98	
07/12/2024	70392	AJ'S TIRE SHOP, INC	GENERAL FUND	PUBLIC WORKS STREETS	POS: LF #110 Boot / unit#310J - Streets	5.50	
07/12/2024	70393	AKERS, VICTORIA	WATER & SEWER FUND	NO DEPARTMENT	010_0007105_007 UB Refund	55.58	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Dome Floor Door Stop - PW Admin	20.86	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	INFORMATION TECHNOLOGY	wet/dry vacuum - IT	99.99	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Dogipot trash liners, car charger - Parks/Utilities	7.98	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	dome floor door stop - PW Admin	20.86	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	INFORMATION TECHNOLOGY	HDMI Splitter - IT	12.81	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	copy paper, hand sanitizer - Utilities/PW Admin	45.98	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	dome floor door stop credit - PW Admin	-20.86	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	dish drying rack - Fire	18.99	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	copy paper, hand sanitizer - Utilities/PW Admin	92.32	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PARKS	Dogipot trash liners, car charger - Parks/Utilities	221.76	
07/12/2024	70394	AMAZON CAPITAL SERVICES, INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Speaker Mic for Harris - Drainage	-156.00	
07/12/2024	70395	AUGUSTUS-SILAS, TERESA M	WATER & SEWER FUND	NO DEPARTMENT	009_0002322_007 UB Refund	43.38	
07/12/2024	70396	AUTOZONE STORES, INC.	GENERAL FUND	POLICE DEPARTMENT	Silverstar mini bulbs - PD	12.34	
07/12/2024	70397	BELL, KELLY	WATER & SEWER FUND	NO DEPARTMENT	009_0003170_007 UB Refund	64.42	
07/12/2024	70398	BFI WASTE SERVICES OF TEXAS LP	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Garbage and Recycle for June	279,173.67	
07/12/2024	70399	BRADZOIL, INC	GENERAL FUND	POLICE DEPARTMENT	State Inspection VIN4052 - PD	7.00	
07/12/2024	70400	BRAUNTEX MATERIALS, INC.	STREET/DRAIN MAINT TAX	NO DEPARTMENT	hotmix - Green Valley Dr. Project	182.90	
07/12/2024	70400	BRAUNTEX MATERIALS, INC.	STREET/DRAIN MAINT TAX	NO DEPARTMENT	Type D hotmix PG 64-22 / Streets	182.31	
07/12/2024	70400	BRAUNTEX MATERIALS, INC.	STREET/DRAIN MAINT TAX	NO DEPARTMENT	hotmix - Green Valley Dr. Project	185.26	
07/12/2024	70401	BROWN, KENNETH	WATER & SEWER FUND	NO DEPARTMENT	017_0001405_008 UB Refund	99.40	
07/12/2024	70402	CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat tire repair - Unit 21-06 Patrol	20.00	
07/12/2024	70402	CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat repair - CID unit 21-02	20.00	
07/12/2024	70402	CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat tire repair Patrol unit 20-04	45.00	
07/12/2024	70402	CESAR AMAYA	GENERAL FUND	ANIMAL SERVICES	flat repair ACO unit 14-01	20.00	
07/12/2024	70403	CHANCEY, KENNETH	WATER & SEWER FUND	NO DEPARTMENT	015_0004285_001 UB Refund	48.38	
07/12/2024	70404	CHESMAR HOMES	WATER & SEWER FUND	NO DEPARTMENT	010_0024109_000 UB Refund	24.99	
07/12/2024	70405	CHESMAR HOMES	WATER & SEWER FUND	NO DEPARTMENT	032_0005409_000 UB Refund	32.60	
07/12/2024	70406	CIBOLO CREEK MUN.AUTHORITY	WATER & SEWER FUND	WASTEWATER OPERATIONS	Sewer Svcs for June	304,216.71	
07/12/2024	70407	CIBOLO GRANGE #1541	GENERAL FUND	PARKS	July Rent - Cibolo Seniors Program	1,200.00	
07/12/2024	70408	CIBOLO PROF FIREFIGHTERS ASSOC	GENERAL FUND	NO DEPARTMENT	April Firefighter membership dues	1,040.00	
07/12/2024	70408	CIBOLO PROF FIREFIGHTERS ASSOC	GENERAL FUND	NO DEPARTMENT	June Firefighter membership dues	1,040.00	
07/12/2024	70408	CIBOLO PROF FIREFIGHTERS ASSOC	GENERAL FUND	NO DEPARTMENT	May Firefighter membership dues	1,040.00	
07/12/2024	70408	CIBOLO PROF FIREFIGHTERS ASSOC	GENERAL FUND	NO DEPARTMENT	March Firefighter membership dues	1,120.00	
07/12/2024	70409	CINTAS FIRST AID & SAFETY	GENERAL FUND	NON-DEPARTMENTAL	First Aid Supplies - City Hall	59.54	
07/12/2024	70409	CINTAS FIRST AID & SAFETY	GENERAL FUND	NON-DEPARTMENTAL	First Aid Supplies - City Annex	205.17	
07/12/2024	70410	COSTAR REALTY INFORMATION INC.	GENERAL FUND	ECONOMIC DEVELOPMENT	LoopNet LoopLink Svc Period July	64.06	
07/12/2024	70410	COSTAR REALTY INFORMATION INC.	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	LoopNet LoopLink Svc Period July	330.94	
07/12/2024	70411	CPS ENERGY	GENERAL FUND	PUBLIC WORKS STREETS	PVT Street LTS/CIBOLO	1,045.83	
07/12/2024	70412	DOZIER, DWAYNE/MARSHALY	WATER & SEWER FUND	NO DEPARTMENT	009_0003204_005 UB Refund	38.27	

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07/12/2024	70413	DR HORTON	WATER & SEWER FUND	NO DEPARTMENT	021_0018610_000 UB Refund	97.75	
07/12/2024	70414	DR HORTON	WATER & SEWER FUND	NO DEPARTMENT	021_0025819_000 UB Refund	97.75	
07/12/2024	70415	E. PHILLIPS LEGAL, P.C.	GENERAL FUND	MUNICIPAL COURT	Municipal Court Judge Svcs	1,150.00	
07/12/2024	70416	EASTER, STACEY	WATER & SEWER FUND	NO DEPARTMENT	009_0007530_006 UB Refund	74.32	
07/12/2024	70417	EIGHT 20 CONSULTING, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	Zactax Sales Tax Subscription Renewal	3,000.00	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Monthly Lease for July	4,033.09	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	PLANNING	Monthly Lease for July	886.66	
07/12/2024	70418	ENTERPRISE FM TRUST	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Monthly Lease for July	2,519.68	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	FIRE DEPARTMENT	Monthly Lease for July	3,383.73	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	NON-DEPARTMENTAL	Monthly Lease for July	485.40	
07/12/2024	70418	ENTERPRISE FM TRUST	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Monthly Lease for July	3,677.69	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	PUBLIC WORKS STREETS	Monthly Lease for July	3,862.12	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	PARKS	Monthly Lease for July	4,327.92	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	POLICE DEPARTMENT	Monthly Lease for July	37,385.14	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	ANIMAL SERVICES	Monthly Lease for July	1,615.86	
07/12/2024	70418	ENTERPRISE FM TRUST	GENERAL FUND	ECONOMIC DEVELOPMENT	Monthly Lease for July	518.01	
07/12/2024	70419	EWING	GENERAL FUND	PARKS	RND purple lid only - Parks	303.69	
07/12/2024	70420	FERGUSON WATERWORKS #1106	WATER & SEWER FUND	WATER OPERATIONS	Hackerville/FM78 Water Main Relocate	3,595.86	
07/12/2024	70420	FERGUSON WATERWORKS #1106	WATER & SEWER FUND	WATER OPERATIONS	meter flanges - Utilities	919.42	
07/12/2024	70420	FERGUSON WATERWORKS #1106	WATER & SEWER FUND	WATER OPERATIONS	3' Hyd Ext. - Utilities	-1,146.84	
07/12/2024	70421	GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	5.11 tac lite pants - Fire	103.24	
07/12/2024	70421	GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	taclite pro shirts, zippers - Fire	139.30	
07/12/2024	70421	GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	knit cap, mens apex pants - Fire	244.55	
07/12/2024	70422	GLOBAL REALTY GROUP	WATER & SEWER FUND	NO DEPARTMENT	004_0003540_012 UB Refund	64.88	
07/12/2024	70423	GT DISTRIBUTORS	GENERAL FUND	POLICE DEPARTMENT	Uniform/Clothing - PD/Hinze	528.64	
07/12/2024	70423	GT DISTRIBUTORS	GENERAL FUND	POLICE DEPARTMENT	RIGID jackets - PD	387.80	
07/12/2024	70423	GT DISTRIBUTORS	GENERAL FUND	POLICE DEPARTMENT	Uniform/Clothing - Hackney/PD	258.60	
07/12/2024	70423	GT DISTRIBUTORS	GENERAL FUND	POLICE DEPARTMENT	Uniform/Clothing - Fennesy/PD	238.03	
07/12/2024	70424	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	POLICE DEPARTMENT	Registration Renewal VIN441	7.50	
07/12/2024	70424	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	POLICE DEPARTMENT	Registration Renewal VIN996	7.50	
07/12/2024	70424	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	POLICE DEPARTMENT	Registration Renewal VIN765	7.50	
07/12/2024	70424	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	POLICE DEPARTMENT	Registration Renewal VIN997	7.50	
07/12/2024	70424	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	POLICE DEPARTMENT	Registration Renewal VIN559	7.50	
07/12/2024	70424	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	ANIMAL SERVICES	Registration Renewal VIN895	7.50	
07/12/2024	70425	GUARDIAN ALLIANCE TECHNOLOGIES	GENERAL FUND	POLICE DEPARTMENT	Guardian Platform Software License - PD	292.00	
07/12/2024	70426	GULF COAST PAPER CO, INC	GENERAL FUND	NON-DEPARTMENTAL	Red Floor Pad - City Hall	64.00	
07/12/2024	70427	GUNN CHEVROLET, LTD	GRANT FUND	NON-DEPARTMENTAL	Two-Fire 2024 GMC 2500 Crew Cab Vehicles	178,430.00	
07/12/2024	70428	HOME DEPOT CREDIT SERVICES	GENERAL FUND	PARKS	June supply purchases - City of Cibolo	41.94	
07/12/2024	70429	INFOSEND, INC.	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Data Processing & Postage Fees - UB	1,556.95	
07/12/2024	70429	INFOSEND, INC.	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Data Processing & Postage Fees - UB	5,925.31	
07/12/2024	70430	IWS GAS & SUPPLY OF TEXAS, LTD	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	wire, nozzle, contact tip - PW	25.59	
07/12/2024	70430	IWS GAS & SUPPLY OF TEXAS, LTD	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	wire, nozzle, contact tip - PW	25.58	
07/12/2024	70430	IWS GAS & SUPPLY OF TEXAS, LTD	GENERAL FUND	PUBLIC WORKS STREETS	wire, nozzle, contact tip - PW	25.58	
07/12/2024	70430	IWS GAS & SUPPLY OF TEXAS, LTD	GENERAL FUND	PARKS	wire, nozzle, contact tip - PW	25.58	
07/12/2024	70431	JENNINGS, BRIAN	WATER & SEWER FUND	NO DEPARTMENT	009_0003290_005 UB Refund	69.38	
07/12/2024	70432	JOHN A. RIOS	GENERAL FUND	POLICE DEPARTMENT	Polygraph PD applicant J. Cardwell	225.00	
07/12/2024	70433	JONES JR, LEMAR	WATER & SEWER FUND	NO DEPARTMENT	015_0001257_001 UB Refund	107.90	
07/12/2024	70434	JORDAN FORD LTD	GENERAL FUND	POLICE DEPARTMENT	Installed Compressor VIN1764 - PD 19-04	2,736.34	
07/12/2024	70435	KDW ENTERPRISES WILLIAMS/POZZI	GENERAL FUND	PARKS	high security keys - Parks	349.00	
07/12/2024	70436	KFW MANAGEMENT, LLC	GENERAL FUND	PLANNING	687-19-01 CiboloCity Plat/Plan Review	9,491.08	
07/12/2024	70437	KIM, JONGGUN	WATER & SEWER FUND	NO DEPARTMENT	017_0000520_004 UB Refund	70.60	
07/12/2024	70438	KIMLEY-HORN AND ASSOCIATES, INC	GENERAL FUND	NON-DEPARTMENTAL	CIBOLO 2023 Comprehensive	5,667.50	
07/12/2024	70439	KRESL, JENNIFER	WATER & SEWER FUND	NO DEPARTMENT	009_0002514_001 UB Refund	35.79	
07/12/2024	70440	LADD'S GOLF & TURF, LLC	GENERAL FUND	PARKS	JAC-RIM, CASTER DECK - Parks	729.57	
07/12/2024	70441	LEWIS, NAOMI D	WATER & SEWER FUND	NO DEPARTMENT	010_0001098_009 UB Refund	35.98	
07/12/2024	70442	LEXISNEXIS RISK DATA MGMT, INC	GENERAL FUND	POLICE DEPARTMENT	June 2024 Contract Fee	206.20	
07/12/2024	70443	LOWE, TERRALUS J	WATER & SEWER FUND	NO DEPARTMENT	015_0000217_004 UB Refund	603.02	
07/12/2024	70444	MARUBENI AMERICA CORPORATION	GENERAL FUND	PARKS	Ranger Pro herbicide - Parks	190.00	
07/12/2024	70445	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	oil change - Patrol 20-04	97.18	
07/12/2024	70445	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	oil change, front & rear brakes - Patrol 21-06	2,473.32	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/12/2024	70445	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	engine oil and filters - Patrol 20-10	181.52	
07/12/2024	70446	MCCOY'S BUILDING SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	service charge - Streets	1.65	
07/12/2024	70447	MIKE PIETSCH P.E CONSULTING	GENERAL FUND	NON-DEPARTMENTAL	Prepare ISO's 24 Pre-Survey Packets	19,000.00	
07/12/2024	70448	MK INSPECTIONS	GENERAL FUND	PLANNING	Health Inspections for June- Planning	700.00	
07/12/2024	70449	MUNICIPAL EMERGENCY SERVICES	GENERAL FUND	FIRE DEPARTMENT	Hurst 110v battery charger - Fire	1,220.00	
07/12/2024	70450	MURDOCH'S RANCH & HOME SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Tap and DI, propane - PW	36.11	
07/12/2024	70450	MURDOCH'S RANCH & HOME SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	straw hats - Drainage	62.00	
07/12/2024	70450	MURDOCH'S RANCH & HOME SUPPLY	GENERAL FUND	PARKS	Tap and DI, propane - PW	36.11	
07/12/2024	70450	MURDOCH'S RANCH & HOME SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Tap and DI, propane - PW	36.13	
07/12/2024	70450	MURDOCH'S RANCH & HOME SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	Tap and DI, propane - PW	36.11	
07/12/2024	70451	MVBA, LLC	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Collection Fees due to MVBA	17.64	
07/12/2024	70451	MVBA, LLC	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Collection Fees due to MVBA	43.32	
07/12/2024	70452	MWI ANIMAL HEALTH	GENERAL FUND	ANIMAL SERVICES	Selarid solution for puppy/kitten - ACO	666.90	
07/12/2024	70453	MYGOV, LLC.	GENERAL FUND	INFORMATION TECHNOLOGY	CE, LR, PI monthly subscription for July	1,440.00	
07/12/2024	70454	NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	embroidery - Patrol	46.00	
07/12/2024	70455	NSTS, LLC	GENERAL FUND	PUBLIC WORKS STREETS	36"x30" HIP custom sign "NO THRU TRUCK"	270.00	
07/12/2024	70455	NSTS, LLC	STREET/DRAIN MAINT TAX	NO DEPARTMENT	Proj. Bolton Rd. Street signs	497.25	
07/12/2024	70456	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	medical animal svcs - ACO	60.00	
07/12/2024	70457	ODP BUSINESS SOLUTIONS, LLC	WATER & SEWER FUND	UTILITIES ADMINISTRATION	hook, purell - UB	88.57	
07/12/2024	70458	OREILLY AUTO PARTS	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	LED light - Drainage	21.59	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PLANNING	oil filter, motor oil - Planning	74.65	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PUBLIC WORKS STREETS	hellwig - Streets	242.86	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PARKS	fuel filter - Parks	3.98	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PUBLIC WORKS STREETS	car fogger - Streets	20.98	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PARKS	5 quart motor oil - Parks	37.97	
07/12/2024	70458	OREILLY AUTO PARTS	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	oil filter, motor oil - Drainage	57.91	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PARKS	colormaxx, flap wheel - Parks	26.26	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PARKS	carb cleaner, motor treatment - Parks	33.26	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PARKS	oil filter, motor oil - Parks	44.42	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PARKS	battery - Parks	151.14	
07/12/2024	70458	OREILLY AUTO PARTS	GENERAL FUND	PARKS	fuel filters, battery - Parks	168.31	
07/12/2024	70459	PIMIENTA, JUANITA	WATER & SEWER FUND	NO DEPARTMENT	010_0001112_007 UB Refund	22.27	
07/12/2024	70460	PROFESSIONAL TURF PRODUCTS	GENERAL FUND	PARKS	throttle control - Parks	71.17	
07/12/2024	70460	PROFESSIONAL TURF PRODUCTS	GENERAL FUND	PARKS	pump priming - Parks	31.06	
07/12/2024	70460	PROFESSIONAL TURF PRODUCTS	GENERAL FUND	PARKS	switch & key ignitions - Parks	116.27	
07/12/2024	70460	PROFESSIONAL TURF PRODUCTS	GENERAL FUND	PARKS	blades - Parks	675.53	
07/12/2024	70460	PROFESSIONAL TURF PRODUCTS	GENERAL FUND	PARKS	cable choke - Parks	49.01	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	mops, mats, towel svcs - PW	24.71	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	City Hall, CPD, City Annex - Mats	74.90	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	mops, mats, towel svcs - PW	24.71	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Uniform/Clothing - Drainage	100.64	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	City Hall, CPD, City Annex mats	74.90	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	mats, mops, towel svcs - PW	24.71	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Uniform/Clothing - Drainage	100.64	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	City Hall, CPD, City Annex mats	74.90	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	Uniform/Clothing - Streets	167.26	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	mats, mops, towel svcs - PW	24.71	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	Uniform/Clothing - Parks	83.07	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	Uniform/Clothing - Streets	167.26	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	mats, mops, towel svcs - PW	24.71	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	mops, mats, towel svcs - PW	24.71	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	mops, mats, towel svcs - PW	24.71	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	mats, mops, towel svcs - PW	24.71	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Uniform/Clothing - Water	131.29	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	Uniform/Clothing - Parks	83.07	
07/12/2024	70461	PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Uniform/Clothing - Water	135.06	
07/12/2024	70462	QUICKVIEW TECHNOLOGIES, INC	GENERAL FUND	PLANNING	Quick VTR Svc Level 50 - Planning	24.95	
07/12/2024	70463	R&D GOTHARD ENTERPRISES INC	GENERAL FUND	FIRE DEPARTMENT	FIT OL Incident Safety Officer Course - Fire	1,750.00	
07/12/2024	70464	R&D INDUSTRIES	GENERAL FUND	INFORMATION TECHNOLOGY	Thinix PC Support Annual Fee	1,734.00	
07/12/2024	70465	RANDOLPH FIELD REALTY	WATER & SEWER FUND	NO DEPARTMENT	012_0000125_009 UB Refund	65.39	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/12/2024	70466	RE-STRUCTION, LLC	WATER & SEWER FUND	NO DEPARTMENT	004_0001480_003 UB Refund	49.69	
07/12/2024	70467	RETAIL LEASE TRAC, INC	GENERAL FUND	ECONOMIC DEVELOPMENT	1 State Trac Subscription 3 users - EDD	975.00	
07/12/2024	70468	ROESLER, TRAVIS	WATER & SEWER FUND	NO DEPARTMENT	009_0002243_009 UB Refund	32.09	
07/12/2024	70469	RYAN ALLERKAMP	GENERAL FUND	POLICE DEPARTMENT	remote programming training - PD	197.50	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	embroidery - PD	60.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	Embroidery Police Logo - PD	17.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	Embroidery PD Chaplain left chest	51.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	embroidery - PD	31.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	ANIMAL SERVICES	Embroidery ACO left chest	50.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	Embroidery Police Logo - PD	17.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	ANIMAL SERVICES	Embroidery ACO left chest	50.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	remove names, heat transfer - PD	65.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	ANIMAL SERVICES	embroidery ACO logo	10.00	
07/12/2024	70470	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	ANIMAL SERVICES	Embroidery ACO logo	50.00	
07/12/2024	70471	SCHERTZ EMS	GENERAL FUND	FIRE DEPARTMENT	Airway clearing for Cibolo FD	249.24	
07/12/2024	70472	SHI GOVERNMENT SOLUTIONS, INC	GENERAL FUND	INFORMATION TECHNOLOGY	Azure monthly Svcs for May	505.80	
07/12/2024	70473	SHRED-IT US JV LLC	GENERAL FUND	POLICE DEPARTMENT	Standard Shredding Services	347.56	
07/12/2024	70473	SHRED-IT US JV LLC	GENERAL FUND	CITY SECRETARY	Standard Shredding Services	347.56	
07/12/2024	70474	SIMMONDS REAL ESTATE	WATER & SEWER FUND	NO DEPARTMENT	010_0003680_009 UB Refund	43.80	
07/12/2024	70475	SIMMONDS REAL ESTATE	WATER & SEWER FUND	NO DEPARTMENT	014_0003133_004 UB Refund	64.10	
07/12/2024	70476	SOMEDAY REALTY AND PROP MGMT	WATER & SEWER FUND	NO DEPARTMENT	015_0000236_010 UB Refund	94.29	
07/12/2024	70477	SOUTHERN TIRE MART, LLC	GENERAL FUND	FIRE DEPARTMENT	New tires Fire Truck#20	657.37	
07/12/2024	70478	TERRACON CONSULTANTS, INC.	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	Bolton & Dean Rd. Reconstruction	1,822.50	
07/12/2024	70479	TEXAS ECONOMIC DEVELOPMENT COU	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	2024 Fall BEDC Registration - EDD	400.00	
07/12/2024	70479	TEXAS ECONOMIC DEVELOPMENT COU	GENERAL FUND	ECONOMIC DEVELOPMENT	2024 Fall BEDC Registration - EDD	400.00	
07/12/2024	70480	THE CHAMBER	GENERAL FUND	ECONOMIC DEVELOPMENT	luncheon seat - Isabella Ellis	22.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	PARKS	GEO tab svcs for June Acct#981940936	20.40	
07/12/2024	70481	TMOBILE	GENERAL FUND	NON-DEPARTMENTAL	GEO tab svcs for June Acct#981940936	24.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	PARKS	GEO tab svcs for June Acct#981940936	192.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	NON-DEPARTMENTAL	GEO tab svcs for June Acct#981940936	2.55	
07/12/2024	70481	TMOBILE	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	GEO tab svcs for June Acct#981940936	31.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	PLANNING	GEO tab svcs for June Acct#981940936	5.12	
07/12/2024	70481	TMOBILE	GENERAL FUND	ECONOMIC DEVELOPMENT	GEO tab svcs for June Acct#981940936	2.56	
07/12/2024	70481	TMOBILE	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	GEO tab svcs for June Acct#981940936	12.75	
07/12/2024	70481	TMOBILE	GENERAL FUND	PLANNING	GEO tab svcs for June Acct#981940936	48.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	ECONOMIC DEVELOPMENT	GEO tab svcs for June Acct#981940936	24.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	GEO tab svcs for June Acct#981940936	120.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	INFORMATION TECHNOLOGY	GEO tab svcs for June Acct#981940936	5.12	
07/12/2024	70481	TMOBILE	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	GEO tab svcs for June Acct#981940936	33.28	
07/12/2024	70481	TMOBILE	GENERAL FUND	INFORMATION TECHNOLOGY	GEO tab svcs for June Acct#981940936	48.00	
07/12/2024	70481	TMOBILE	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	GEO tab svcs for June Acct#981940936	312.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	PUBLIC WORKS STREETS	GEO tab svcs for June Acct#981940936	240.00	
07/12/2024	70481	TMOBILE	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	GEO tab svcs for June Acct#981940936	31.00	
07/12/2024	70481	TMOBILE	GENERAL FUND	PUBLIC WORKS STREETS	GEO tab svcs for June Acct#981940936	25.60	
07/12/2024	70481	TMOBILE	GENERAL FUND	POLICE DEPARTMENT	GEO tab svcs for June Acct#981940936	38.25	
07/12/2024	70481	TMOBILE	GENERAL FUND	POLICE DEPARTMENT	GEO tab svcs for June Acct#981940936	360.00	
07/12/2024	70481	TMOBILE	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	GEO tab svcs for June Acct#981940936	12.75	
07/12/2024	70481	TMOBILE	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	GEO tab svcs for June Acct#981940936	120.00	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	157.50	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	91.50	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	107.25	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	118.27	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	353.41	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	157.50	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	115.20	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	99.00	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	141.25	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	115.20	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	161.33	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	204.35	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	109.25	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	147.25	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	99.00	
07/12/2024	70482	TURNING STONE ANIMAL HOSPITAL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	137.00	
07/12/2024	70483	UNITED RENTALS	SPECIAL EVENTS	PARKS	Standard RR for City Market Days	210.00	
07/12/2024	70483	UNITED RENTALS	GENERAL FUND	PARKS	Portable RR for M. Brown Football	224.00	
07/12/2024	70484	VENUS MARVIN	WATER & SEWER FUND	NO DEPARTMENT	007_0001040_009 UB Refund	25.45	
07/12/2024	70485	WEINANDT, MARK	WATER & SEWER FUND	NO DEPARTMENT	010_0009100_007 UB Refund	33.36	
07/10/2024	70490	GREEN VALLEY SPECIAL UTILITY	GENERAL FUND	FIRE DEPARTMENT	Water Consumption for May	169.01	
07/10/2024	70490	GREEN VALLEY SPECIAL UTILITY	GENERAL FUND	PARKS	Water Consumption for May	33.80	
07/10/2024	70490	GREEN VALLEY SPECIAL UTILITY	GENERAL FUND	FIRE DEPARTMENT	Water Consumption for May	376.67	
07/10/2024	70490	GREEN VALLEY SPECIAL UTILITY	GENERAL FUND	PARKS	Water Consumption for May	87.31	
07/10/2024	70491	COMPROLLER OF PUBLIC ACCTS	WATER & SEWER FUND	NO DEPARTMENT	Sales and Use Tax	28,285.05	
07/19/2024	70492	A TO Z RENTALS	GENERAL FUND	PUBLIC WORKS STREETS	trailer, concrete - Streets	209.70	
07/19/2024	70492	A TO Z RENTALS	GENERAL FUND	PUBLIC WORKS STREETS	trailer, concrete - Streets	539.40	
07/19/2024	70493	AFLAC	GENERAL FUND	NO DEPARTMENT	June employee insurance premiums	831.32	YES
07/19/2024	70494	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	POLICE DEPARTMENT	"Leadership Made Simple"; - PD	173.94	
07/19/2024	70494	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	name badges, frame - Fire	23.49	
07/19/2024	70494	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	INFORMATION TECHNOLOGY	cellular antennas - IT	74.85	
07/19/2024	70494	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	ANIMAL SERVICES	clear sleeves tickets, printer paper - ACO	64.77	
07/19/2024	70494	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	FIRE DEPARTMENT	name badges, frame - Fire	46.75	
07/19/2024	70495	AP DESIGNSTX, LLC	GENERAL FUND	FIRE DEPARTMENT	Custom Wood Fire Plaques - Fire	570.00	
07/19/2024	70496	AUTOMOTIVE BUSINESS CONCEPTS	24 CERTIFICATES OF OBLIGATION	PUBLIC WORKS STREETS	Hydraulic Lift Station and Installation	35,376.42	
07/19/2024	70497	AUTOZONE STORES, INC.	GENERAL FUND	POLICE DEPARTMENT	alarm battery - PD	8.72	
07/19/2024	70497	AUTOZONE STORES, INC.	GENERAL FUND	FIRE DEPARTMENT	diesel exhaust fuel - Fire	38.78	
07/19/2024	70497	AUTOZONE STORES, INC.	GENERAL FUND	POLICE DEPARTMENT	duralast gold battery core- PD	22.00	
07/19/2024	70497	AUTOZONE STORES, INC.	GENERAL FUND	FIRE DEPARTMENT	diesel exhaust fuel - Fire	19.39	
07/19/2024	70498	BICKERSTAFF HEATH DELGADO ACOS	GENERAL FUND	CITY SECRETARY	Cibolo Turnpike v. City of Cibolo	222.00	
07/19/2024	70499	BLUE BONNET PALACE INC	POLICE SPECIAL FUND	FIRE DEPARTMENT	OFF-SITE Cibolo Fire Dept.	1,800.00	
07/19/2024	70500	BOOT BARN INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Boot Purchase Allowance - PW	0.00	
07/19/2024	70500	BOOT BARN INC	GENERAL FUND	PARKS	Boot Purchase Allowance - PW	269.99	
07/19/2024	70500	BOOT BARN INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Boot Purchase Allowance - PW	540.00	
07/19/2024	70501	BRAUNTEX MATERIALS, INC.	STREET/DRAIN MAINT TAX	NO DEPARTMENT	Type D hotmix PG 64-22 / Streets	181.72	
07/19/2024	70501	BRAUNTEX MATERIALS, INC.	STREET/DRAIN MAINT TAX	NO DEPARTMENT	Green Valley Rd Project - Streets	1,316.29	
07/19/2024	70502	CENTERPOINT ENERGY	GENERAL FUND	POLICE DEPARTMENT	Gas Svc Acct#8649867-2	94.42	
07/19/2024	70502	CENTERPOINT ENERGY	GENERAL FUND	FIRE DEPARTMENT	Gas Svc Acct#11639787-8	162.74	
07/19/2024	70502	CENTERPOINT ENERGY	GENERAL FUND	FIRE DEPARTMENT	Gas Svc Acct#8649860-7	122.22	
07/19/2024	70502	CENTERPOINT ENERGY	GENERAL FUND	FIRE DEPARTMENT	Gas Svc Acct#10766336-1	106.00	
07/19/2024	70503	CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat tire repair - Unit 20-05/PD	20.00	
07/19/2024	70503	CESAR AMAYA	GENERAL FUND	POLICE DEPARTMENT	flat tire repair unit 21-06/PD	20.00	
07/19/2024	70504	CHARTER COMMUN. HOLDINGS, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	Acct#183696301 TV Svc for FS2	194.50	
07/19/2024	70504	CHARTER COMMUN. HOLDINGS, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	Acct#183696201 Tv Svc FS3	126.09	
07/19/2024	70505	CITY OF SCHERTZ	WATER & SEWER FUND	WATER OPERATIONS	Water Svc for Cibolo Crossing	5,987.70	
07/19/2024	70506	COLLIERS ENGINEERING & DESIGN	GRANT FUND	NON-DEPARTMENTAL	687-24-01 Cibolo Animal Shelter Expansion Design	10,350.00	
07/19/2024	70506	COLLIERS ENGINEERING & DESIGN	2012 REVENUE BONDS	NO DEPARTMENT	Fun Town RV Sanitary Sewer Replacement	16,157.50	
07/19/2024	70506	COLLIERS ENGINEERING & DESIGN	GRANT FUND	NON-DEPARTMENTAL	687-24-01 Cibolo Animal Shelter Expansion Design	7,000.00	
07/19/2024	70506	COLLIERS ENGINEERING & DESIGN	GRANT FUND	NON-DEPARTMENTAL	687-25-01 Deer Creek Repair and Stabilization	9,377.50	
07/19/2024	70506	COLLIERS ENGINEERING & DESIGN	GENERAL FUND	PUBLIC WORKS STREETS	687-29-01 Borgfeld & Cibolo Valley Drive Traffic Assessment	12,095.00	
07/19/2024	70507	CORPUS CHRISTI STAMP WORKS INC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	PoliTouch ADA compliant signs - PW Admn	113.00	
07/19/2024	70508	CREATIVE TROPHIES AND GIFTS,LL	GENERAL FUND	PLANNING	2x9 core laser logo - Thompson / Planning	16.00	
07/19/2024	70509	DEWINNE EQUIPMENT CO. INC.	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	1 gallon super seal - Drainage	85.98	
07/19/2024	70510	DIXIE OIL COMPANY	GENERAL FUND	FIRE DEPARTMENT	drum - xtreme fleet - Fire	724.78	
07/19/2024	70511	DR HORTON	WATER & SEWER FUND	NO DEPARTMENT	021_0018710_000 UB Refund	48.04	
07/19/2024	70512	DR HORTON	WATER & SEWER FUND	NO DEPARTMENT	021_0020536_000 UB Refund	59.35	
07/19/2024	70513	DR HORTON	WATER & SEWER FUND	NO DEPARTMENT	021_0020611_000 UB Refund	41.50	
07/19/2024	70514	DR HORTON	WATER & SEWER FUND	NO DEPARTMENT	021_0020615_000 UB Refund	57.56	
07/19/2024	70515	DR HORTON	WATER & SEWER FUND	NO DEPARTMENT	021_0021307_000 UB Refund	58.16	
07/19/2024	70516	EIKON CONSULTING GROUP , LLC.	23 CERTIFICATES OF OBLIGATION	FIRE DEPARTMENT	Proj.230287 Cibolo FS4	6,411.25	
07/19/2024	70517	FERGUSON WATERWORKS #1106	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	muck boot steel toe - Utilities	199.48	
07/19/2024	70518	FREESE AND NICHOLS	WATER & SEWER FUND	WATER OPERATIONS	CIB23917-Water System Evaluation	14,625.25	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/19/2024	70519	GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	taclite pro shirts - Fire	133.96	
07/19/2024	70519	GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	taclite pro shirt - Fire	55.87	
07/19/2024	70519	GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	taclite pro shirt - Fire	56.20	
07/19/2024	70519	GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	taclite pro shirt - Fire	66.91	
07/19/2024	70519	GALLS, LLC	GENERAL FUND	FIRE DEPARTMENT	taclit pro shirts - Fire	111.74	
07/19/2024	70520	GERARD ELECTRIC, LLC	GENERAL FUND	FIRE DEPARTMENT	repair lighting at FS2	1,350.91	
07/19/2024	70521	GLOBAL HR RESEARCH	GENERAL FUND	HUMAN RESOURCES	New Hire background checks for June	229.86	
07/19/2024	70522	GREGORY CROUCH	GENERAL FUND	MUNICIPAL COURT	window and regular envelopes - Court	214.00	
07/19/2024	70522	GREGORY CROUCH	GENERAL FUND	NON-DEPARTMENTAL	window and regular envelopes - Court	0.00	
07/19/2024	70523	GT DISTRIBUTORS	GENERAL FUND	POLICE DEPARTMENT	taser 7 holsters - PD/Vanderhoof	684.20	
07/19/2024	70524	GTS TECHNOLOGY SOLUTIONS INC	GENERAL FUND	FIRE DEPARTMENT	Cradlepoint Wireless router - Fire	1,138.90	
07/19/2024	70525	HELPING HAND HARDWARE	GENERAL FUND	PARKS	bug repellent - Parks	39.96	
07/19/2024	70525	HELPING HAND HARDWARE	GENERAL FUND	ANIMAL SERVICES	primer spray, white spray - ACO	25.17	
07/19/2024	70525	HELPING HAND HARDWARE	GENERAL FUND	PUBLIC WORKS STREETS	tube parts, air box parts - Streets	120.22	
07/19/2024	70526	HPS, LLC	WATER & SEWER FUND	NO DEPARTMENT	water meters - Utilities	15,772.87	
07/19/2024	70527	JAMES PERRY WHETSTONE	GENERAL FUND	CITY SECRETARY	4 Signs for July	400.00	
07/19/2024	70528	JORGE MORA	GENERAL FUND	FIRE DEPARTMENT	DSHS due fees reimbursement	126.00	
07/19/2024	70529	LEILI SAMUELSON	GENERAL FUND	FINANCE DEPARTMENT	Certified TX Contract Manager Training	174.74	
07/19/2024	70530	LINEBARGER GOGGAN BLAIR	GENERAL FUND	NO DEPARTMENT	May 2024 fees due LGB&S - Court	214.99	
07/19/2024	70531	LOCKWOOD ANDREWS & NEWNAM	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	Cibolo2023 St. Rehab & Reconstruct2024	4,046.46	
07/19/2024	70531	LOCKWOOD ANDREWS & NEWNAM	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	CO Cibolo_Deer Creek Blvd2025	1,574.05	
07/19/2024	70532	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	POLICE DEPARTMENT	Radio Svcs for PD	1,071.00	
07/19/2024	70532	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	ANIMAL SERVICES	Radio Svcs for PD	68.00	
07/19/2024	70532	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	POLICE DEPARTMENT	Radio Svcs for PD	140.00	
07/19/2024	70532	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	POLICE DEPARTMENT	Radio Svcs for PD	17.00	
07/19/2024	70532	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	POLICE DEPARTMENT	Radio Svcs for PD	170.00	
07/19/2024	70533	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	oil change Unit 23-01/Traffic PD	130.21	
07/19/2024	70533	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	engine oil filter Unit 15-09/PD	112.70	
07/19/2024	70533	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	oil change - 2023 Chev. Tahoe - Wilkie/Admin	130.21	
07/19/2024	70534	MICHELLE LIANE SWISHER	GENERAL FUND	FIRE DEPARTMENT	120 shirts - Fire	1,280.00	
07/19/2024	70535	MUNICIPAL EMERGENCY SERVICES	GENERAL FUND	FIRE DEPARTMENT	SCBA Repairs - Fire	2,206.18	
07/19/2024	70536	NATIONAL BENEFIT SERVICES LLC	GENERAL FUND	NO DEPARTMENT	FSA Employee Contribution for June	5,564.25	
07/19/2024	70537	NEW BRAUNFELS WELDERS SUPPLY	GENERAL FUND	FIRE DEPARTMENT	monthly rental of 26 Med Oxy Cylinders - Fire	117.00	
07/19/2024	70538	NSTS, LLC	GENERAL FUND	PUBLIC WORKS STREETS	Street Signs - Streets	549.50	
07/19/2024	70539	ODP BUSINESS SOLUTIONS, LLC	GENERAL FUND	MUNICIPAL COURT	fastening folders - Court	27.01	
07/19/2024	70540	OREILLY AUTO PARTS	GENERAL FUND	ANIMAL SERVICES	core return refund - ACO	-22.00	
07/19/2024	70540	OREILLY AUTO PARTS	GENERAL FUND	FIRE DEPARTMENT	battery for E11 - Fire	7.99	
07/19/2024	70540	OREILLY AUTO PARTS	GENERAL FUND	ANIMAL SERVICES	battery, core charge - ACO	232.09	
07/19/2024	70540	OREILLY AUTO PARTS	GENERAL FUND	FIRE DEPARTMENT	30 lbs freon - Fire	319.99	
07/19/2024	70541	PROPERTY PROFESSIONALS, INC	WATER & SEWER FUND	NO DEPARTMENT	011_0001520_007 UB Refund	60.00	
07/19/2024	70542	RABA KISTNER INC.	2013 GO BONDS - TOWN CREEK DET	NO DEPARTMENT	Construction Materials Engineering & Testing	556.27	
07/19/2024	70542	RABA KISTNER INC.	2013 GO BONDS - TOWN CREEK DET	NO DEPARTMENT	Construction Materials Engineering & Testing	2,900.15	
07/19/2024	70543	RYAN ALLERKAMP	GENERAL FUND	POLICE DEPARTMENT	Multicode receivers/remotes - PD	1,685.72	
07/19/2024	70544	SHI GOVERNMENT SOLUTIONS, INC	GENERAL FUND	INFORMATION TECHNOLOGY	Adobe Acrobat Software July '24 - July '25	8,632.00	
07/19/2024	70545	SOUTH CENTRAL PLANNING	GENERAL FUND	INFORMATION TECHNOLOGY	MyGovernmentOnline.org for June	255.25	
07/19/2024	70546	SOUTHERN NEWSPAPERS, INC	GENERAL FUND	CITY SECRETARY	adoption of 2024 Cibolo Tomorrow	114.40	
07/19/2024	70547	SPEEDTECH LIGHTS, INC.	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Safety Light Bars - PW	819.97	
07/19/2024	70547	SPEEDTECH LIGHTS, INC.	GENERAL FUND	PARKS	Safety Light Bars - PW	819.97	
07/19/2024	70547	SPEEDTECH LIGHTS, INC.	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Safety Light Bars - PW	819.97	
07/19/2024	70548	TEXAS EXCAVATION SAFETY SYSTEM	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	message fees for June 2024/CIBOLO01	395.60	
07/19/2024	70549	TEXAS WATER UTILITIES ASSOC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	District Dues for PW	1,050.00	
07/19/2024	70549	TEXAS WATER UTILITIES ASSOC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	District Dues for PW	140.00	
07/19/2024	70550	THE VILLAGE FLORIST	GENERAL FUND	COUNCIL	fresh arrangement Becky Harris - Council	80.00	
07/19/2024	70551	VERCARA, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	UltraDNS Domain Usage for May	46.87	
07/19/2024	70551	VERCARA, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	UltraDNS Domain Usage for June	44.31	
07/19/2024	70552	XEROX FINANCIAL SERVICES	GENERAL FUND	INFORMATION TECHNOLOGY	Contract Billing for May & June	237.06	
07/19/2024	70553	YVONNE SIFUENTES	POLICE EDUCATION FUNDS	POLICE DEPARTMENT	Monthly membership fee - Sgt. Fore/PD	100.00	
07/19/2024	70553	YVONNE SIFUENTES	POLICE EDUCATION FUNDS	POLICE DEPARTMENT	Monthly membership fee - Ofc. Spilman /PD	100.00	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	POLICE DEPARTMENT	June Electric Svcs	4,236.00	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	June Electric Svcs	35.00	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	NON-DEPARTMENTAL	June Electric Svcs	3,287.67	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	ANIMAL SERVICES	June Electric Svcs	303.60	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	June Electric Svcs	580.32	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	NON-DEPARTMENTAL	Final Bill for Temp Svcs @ 200 S Main	29.17	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	June Electric Svcs	185.00	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	June Electric Svcs	34.00	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	FIRE DEPARTMENT	June Electric Svcs	2,854.91	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	June Electric Svcs	303.60	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	June Electric Svcs	329.60	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PUBLIC WORKS STREETS	June Electric Svcs	355.35	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PUBLIC WORKS STREETS	June Electric Svcs	227.81	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	June Electric Svcs	577.80	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PUBLIC WORKS STREETS	June Electric Svcs	156.20	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	June Electric Svcs	598.99	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	GENERAL FUND	PARKS	June Electric Svcs	1,023.00	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	WATER & SEWER FUND	WATER OPERATIONS	June Electric Svcs	7,396.34	
07/19/2024	70554	GUADALUPE VALLEY ELECTRIC	WATER & SEWER FUND	WASTEWATER OPERATIONS	June Electric Svcs	910.47	
07/26/2024	70556	A TO Z RENTALS	GENERAL FUND	PUBLIC WORKS STREETS	Trailer, Concrete - Streets	269.70	
07/26/2024	70556	A TO Z RENTALS	GENERAL FUND	PUBLIC WORKS STREETS	Trailer, Concrete - Streets	227.70	
07/26/2024	70556	A TO Z RENTALS	GENERAL FUND	PUBLIC WORKS STREETS	Trailer, Concrete - Streets	245.70	
07/26/2024	70557	AFLAC	GENERAL FUND	NO DEPARTMENT	June employee insurance premiums	831.82	
07/26/2024	70558	AJ CASTILLO PRODUCTIONS	SPECIAL EVENTS	NO DEPARTMENT	CiboloFest Sound Production - Deposit	1,500.00	
07/26/2024	70559	AJ'S TIRE SHOP, INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Air Up 26x12.00-16 loose wheel - Drainage	10.00	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PUBLIC WORKS STREETS	operational supplies - PW	21.72	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	operational supplies - PW	21.50	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	INFORMATION TECHNOLOGY	gigabit ethernet switch - IT	89.99	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	operational supplies - PW	22.99	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PARKS	operational supplies - PW	21.50	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	INFORMATION TECHNOLOGY	iPad case, tablet stand - IT/UB	75.96	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	WATER & SEWER FUND	UTILITIES ADMINISTRATION	iPad case, tablet stand - IT/UB	45.97	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	operational supplies - PW	52.97	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	operational supplies - PW	177.50	
07/26/2024	70560	AMAZON CAPITAL SERVICES, INC	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	operational supplies - PW	179.96	
07/26/2024	70561	ASPHALT ZIPPER, INC.	GENERAL FUND	PUBLIC WORKS STREETS	Drive Belt 2 Band for Zipper - Streets	1,590.05	
07/26/2024	70561	ASPHALT ZIPPER, INC.	GENERAL FUND	PUBLIC WORKS STREETS	PTO repairs for Zipper - Streets	246.72	
07/26/2024	70561	ASPHALT ZIPPER, INC.	GENERAL FUND	PUBLIC WORKS STREETS	PTO repairs for Zipper - Streets	2,996.39	
07/26/2024	70562	AT&T	GENERAL FUND	INFORMATION TECHNOLOGY	Phone Svcs Acct#512A07-61766420	699.54	
07/26/2024	70563	AT&T	GENERAL FUND	INFORMATION TECHNOLOGY	Internet&VoiceBundle - PD	1,588.40	
07/26/2024	70563	AT&T	GENERAL FUND	INFORMATION TECHNOLOGY	Phone Business Advance - PD	87.93	
07/26/2024	70564	BD HOLT CO	GENERAL FUND	PUBLIC WORKS STREETS	Scraper - Streets	276.18	
07/26/2024	70565	BEAZER HOMES	DRAINAGE IMPACT FEES	NO DEPARTMENT	Venado Crossing Trans,Drain,Park Fees refunded	8,120.00	
07/26/2024	70565	BEAZER HOMES	TRAFFIC IMPACT FEES	NO DEPARTMENT	Venado Crossing Trans,Drain,Park Fees refunded	8,720.00	
07/26/2024	70565	BEAZER HOMES	PARK LAND FEES	NO DEPARTMENT	Venado Crossing Trans,Drain,Park Fees refunded	2,400.00	
07/26/2024	70566	BETHANY E. LOSE	GENERAL FUND	ANIMAL SERVICES	spays & neuters of 50 patients - ACO	2,403.74	
07/26/2024	70567	BIRDY PROPERTIES	WATER & SEWER FUND	NO DEPARTMENT	004_0003300_013 UB Refund	44.47	
07/26/2024	70568	BLAND, JUDY	WATER & SEWER FUND	NO DEPARTMENT	009_0002500_002 UB Refund	29.60	
07/26/2024	70569	BRAUNTEX MATERIALS, INC.	STREET/DRAIN MAINT TAX	NO DEPARTMENT	Hotmix for Green Valley Rd Project - Streets	878.51	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Mid Cities SAWS/Cibolo water svcs for June	10,419.19	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Mid Cities water svcs for June	18,233.58	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	LD Exempt water svcs for June	64,628.50	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Wells Ranch water svcs for June	26,105.93	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Mid Cities water svcs for June	8,040.26	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Wells Ranch water svcs for June	40,211.05	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Mid Cities SAWS/Cibolo water svcs for June	2,076.67	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Mid Cities water svcs for June	3,634.17	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Wells Ranch water svcs for June	11,773.19	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Mid Cities SAWS/Cibolo water svcs for June	4,594.43	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	LD Exempt water svcs for June	8,390.89	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Wells Ranch water svcs for June	31,646.84	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Wells Ranch water svcs for June	10,046.70	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	LD Exempt water svcs for June	5,108.60	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	LD Exempt water svcs for June	2,549.70	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	LD Exempt water svcs for June	577.52	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	LD Exempt water svcs for June	15,516.95	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	LD Exempt water svcs for June	10,284.78	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	LD Exempt water svcs for June	19,686.71	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Mid Cities SAWS/Cibolo water svcs for June	1,280.75	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Wells Ranch water svcs for June	8,227.47	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Mid Cities water svcs for June	2,241.31	
07/26/2024	70570	CANYON REGIONAL WATER AUTHORIT	WATER & SEWER FUND	WATER OPERATIONS	Wells Ranch water svcs for June	16,098.61	
07/26/2024	70571	CAVENDER STORES, LTD.	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Boots - Malik Brown/Utilities	157.49	
07/26/2024	70572	CENTERLINE SUPPLY, LTD	GENERAL FUND	PUBLIC WORKS STREETS	thermoplastic - Streets	1,800.00	
07/26/2024	70572	CENTERLINE SUPPLY, LTD	GENERAL FUND	PUBLIC WORKS STREETS	glass beads - Streets	112.50	
07/26/2024	70573	CHABOT, KATHRYNN	WATER & SEWER FUND	NO DEPARTMENT	009_0003830_001 UB Refund	23.54	
07/26/2024	70574	CHARTER COMMUN. HOLDINGS, LLC	GENERAL FUND	INFORMATION TECHNOLOGY	Acct#183695201 - TV Svc PD	234.85	
07/26/2024	70575	CIBOLO PROF FIREFIGHTERS ASSOC	GENERAL FUND	NO DEPARTMENT	July Firefighter membership dues	1,040.00	
07/26/2024	70576	CLINTON RAY JACOBS	GENERAL FUND	POLICE DEPARTMENT	Background Investigation - Kosiorek, Dakota Clyde	450.50	
07/26/2024	70576	CLINTON RAY JACOBS	GENERAL FUND	POLICE DEPARTMENT	Background Investigation - Heistand, Beau Kent	475.00	
07/26/2024	70577	COLONIAL LIFE & ACCIDENT INSUR	GENERAL FUND	NO DEPARTMENT	Cancer & Bridge Ins for June	1,070.07	
07/26/2024	70577	COLONIAL LIFE & ACCIDENT INSUR	GENERAL FUND	NO DEPARTMENT	Cancer & Bridge Ins for June	138.36	
07/26/2024	70578	D&D CONTRACTORS, INC	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	Cibolo Street Reconstruction Pkg 1	9,301.44	
07/26/2024	70578	D&D CONTRACTORS, INC	24 CERTIFICATES OF OBLIGATION	NO DEPARTMENT	Cibolo Street Reconstruction Pkg 1	-20,196.78	
07/26/2024	70578	D&D CONTRACTORS, INC	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	Cibolo Street Reconstruction Pkg 1	0.00	
07/26/2024	70578	D&D CONTRACTORS, INC	24 CERTIFICATES OF OBLIGATION	NO DEPARTMENT	Cibolo Street Reconstruction Pkg 1	-11,634.60	
07/26/2024	70578	D&D CONTRACTORS, INC	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	Cibolo Street Reconstruction Pkg 1	0.00	
07/26/2024	70578	D&D CONTRACTORS, INC	24 CERTIFICATES OF OBLIGATION	NO DEPARTMENT	Cibolo Street Reconstruction Pkg 1	403,935.02	
07/26/2024	70578	D&D CONTRACTORS, INC	2020 CERT OF OBLIGATION BONDS	NO DEPARTMENT	Cibolo Street Reconstruction Pkg 1	0.00	
07/26/2024	70578	D&D CONTRACTORS, INC	24 CERTIFICATES OF OBLIGATION	NO DEPARTMENT	Cibolo Street Reconstruction Pkg 1	223,390.20	
07/26/2024	70579	DEL RASO, JENNIFER	WATER & SEWER FUND	NO DEPARTMENT	009_0002770_004 UB Refund	68.83	
07/26/2024	70580	DENTON NAVARRO RODRIGUEZ	WATER & SEWER FUND	UTILITIES ADMINISTRATION	GVSD v Cibolo: Case#1:16-CV-00627-SS	777.50	
07/26/2024	70581	DEWINNE EQUIPMENT CO. INC.	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	switch ignition - Drainage	155.20	
07/26/2024	70581	DEWINNE EQUIPMENT CO. INC.	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	misc mower parts 26x12/16 - Drainage	379.15	
07/26/2024	70582	DOCUMATION, INC	GENERAL FUND	INFORMATION TECHNOLOGY	Coverage Period 7/5/24 - 8/4/24	4,686.45	
07/26/2024	70583	EASTER, STACEY	WATER & SEWER FUND	NO DEPARTMENT	009_0007530_006 UB Refund	10.00	
07/26/2024	70584	FEDERAL EXPRESS CORP	GENERAL FUND	FIRE DEPARTMENT	Recipient: Mike Pietsch - Fire	37.55	
07/26/2024	70585	FISERV, INC.	WATER & SEWER FUND	UTILITIES ADMINISTRATION	BOSS-DS. ELECT REMIT MO MAINT FEE	142.40	
07/26/2024	70586	FITCHETT, MELISA	WATER & SEWER FUND	NO DEPARTMENT	015_0001820_001 UB Refund	81.10	
07/26/2024	70587	GREGORY VILLANUEVA	GENERAL FUND	FIRE DEPARTMENT	The Castillo Way Training - Woodlands, TX	310.50	
07/26/2024	70588	GUADALUPE CNTY TAX ASSESSOR-CO	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Registration Renewal VIN877	7.50	
07/26/2024	70588	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	PARKS	Registration Renewal VIN242	7.50	
07/26/2024	70588	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	PUBLIC WORKS STREETS	Registration Renewal VIN145	7.50	
07/26/2024	70588	GUADALUPE CNTY TAX ASSESSOR-CO	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Registration Renewal VIN458	7.50	
07/26/2024	70588	GUADALUPE CNTY TAX ASSESSOR-CO	GENERAL FUND	PUBLIC WORKS STREETS	Registration Renewal VIN930	7.50	
07/26/2024	70588	GUADALUPE CNTY TAX ASSESSOR-CO	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Registration Renewal VIN230	7.50	
07/26/2024	70589	GUILLORY, MARGUERITE	WATER & SEWER FUND	NO DEPARTMENT	015_0003476_007 UB Refund	81.66	
07/26/2024	70590	HERO FIRST REAL ESTATE	WATER & SEWER FUND	NO DEPARTMENT	004_0004750_004 UB Refund	44.47	
07/26/2024	70591	INFOSEND, INC.	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Data Processing & Postage Fees - UB	1,409.52	
07/26/2024	70591	INFOSEND, INC.	WATER & SEWER FUND	UTILITIES ADMINISTRATION	Data Processing & Postage Fees - UB	374.25	
07/26/2024	70592	IRVIN STIER	GENERAL FUND	PUBLIC WORKS STREETS	Renewal for Texas Commercial Driver License	97.00	
07/26/2024	70593	JKB LEGACY HOLDINGS, LLC	WATER & SEWER FUND	NO DEPARTMENT	031_0001337_000 UB Refund	45.11	
07/26/2024	70594	JORDAN FORD LTD	GENERAL FUND	POLICE DEPARTMENT	A/C repair on Patrol Unit 19-03 VIN765	2,266.35	
07/26/2024	70595	KFW MANAGEMENT, LLC	GENERAL FUND	NO DEPARTMENT	Grace Valley Ranch Unit 3A - PO#18687	280.00	
07/26/2024	70595	KFW MANAGEMENT, LLC	GENERAL FUND	NO DEPARTMENT	Grace Valley Ranch Unit 4 - PO#18687	467.50	
07/26/2024	70595	KFW MANAGEMENT, LLC	GENERAL FUND	NO DEPARTMENT	Grace Valley Ranch Unit 3A - PO#18687	1,030.00	
07/26/2024	70595	KFW MANAGEMENT, LLC	GENERAL FUND	NO DEPARTMENT	Cibolo Farms Unit 1 - PO#18687	1,107.50	
07/26/2024	70595	KFW MANAGEMENT, LLC	GENERAL FUND	NO DEPARTMENT	Grace Valley Ranch Unit 2 - PO#18687	630.00	
07/26/2024	70595	KFW MANAGEMENT, LLC	GENERAL FUND	NO DEPARTMENT	Cibolo Farms Unit 2 - PO#18687	2,032.50	
07/26/2024	70595	KFW MANAGEMENT, LLC	GENERAL FUND	NO DEPARTMENT	Grace Valley Ranch Unit 2 - PO#18687	812.50	
07/26/2024	70596	KUZMICKI, GLORIA	WATER & SEWER FUND	NO DEPARTMENT	022_0000124_001 UB Refund	204.55	
07/26/2024	70597	LAURA KITTLESON	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	675.00	

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07/26/2024	70598	LE, ANGELINA	WATER & SEWER FUND	NO DEPARTMENT	009_0000836_000 UB Refund	5.82	
07/26/2024	70599	LOWER COLORADO RIVER AUTHORITY	GRANT FUND	NON-DEPARTMENTAL	Portable Radios, Bench repair - Fire	14,321.39	
07/26/2024	70599	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	INFORMATION TECHNOLOGY	June Beon Svcs for IT	10.00	
07/26/2024	70599	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	FIRE DEPARTMENT	June Radio Svcs for Fire	748.00	
07/26/2024	70599	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	INFORMATION TECHNOLOGY	April Beon Svcs for IT	10.00	
07/26/2024	70599	LOWER COLORADO RIVER AUTHORITY	GENERAL FUND	FIRE DEPARTMENT	Portable Radios, Bench repair - Fire	125.00	
07/26/2024	70600	MALOUFF PROPERTY MANAGEMENT	WATER & SEWER FUND	NO DEPARTMENT	004_0003340_010 UB Refund	65.39	
07/26/2024	70601	MARSH, MATTHEW	WATER & SEWER FUND	NO DEPARTMENT	010_0005305_004 UB Refund	23.83	
07/26/2024	70602	MATTHEW LUKE GENTRY	GENERAL FUND	FIRE DEPARTMENT	The Castillo Way Training - Woodlands Tx	310.50	
07/26/2024	70603	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	Engine Compartment Wiring Harness - SRO 16-02	2,576.65	
07/26/2024	70603	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	Oil Change Svcs - Patrol 18-01	299.47	
07/26/2024	70603	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	Secure Driver Side Rear Window - Crime Prevention	134.55	
07/26/2024	70603	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	Oil Change Svcs - Patrol 21-07	311.77	
07/26/2024	70603	MAYRA MAGANA	GENERAL FUND	POLICE DEPARTMENT	Oil change - Patrol 23-02	130.32	
07/26/2024	70604	MCQUEEN, NICOLE	WATER & SEWER FUND	NO DEPARTMENT	022_0003252_000 UB Refund	85.06	
07/26/2024	70605	MELISSA GAYLE BEISEIGEL	GENERAL FUND	ANIMAL SERVICES	Veterinary Surgical Svcs - ACO	1,600.00	
07/26/2024	70605	MELISSA GAYLE BEISEIGEL	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	450.74	
07/26/2024	70606	MICHAEL DUANE BROWN	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Re-seal Hydraulic Cylinder - Drainage	262.00	
07/26/2024	70607	NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	strion charger base - Vanderhoof/PD	41.99	
07/26/2024	70607	NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	baseshirt polo men's - Vanderhoof/PD	64.99	
07/26/2024	70607	NARDIS PUBLIC SAFETY	GENERAL FUND	POLICE DEPARTMENT	men pants Credit - Vanderhoof/PD	-64.99	
07/26/2024	70608	NARTEC, INC	GENERAL FUND	POLICE DEPARTMENT	Meth & Cocaine tests - PD	339.32	
07/26/2024	70609	NICHOLS, KYLE	WATER & SEWER FUND	NO DEPARTMENT	009_0002245_003 UB Refund	79.13	
07/26/2024	70610	NLUC, PLLC	GENERAL FUND	HUMAN RESOURCES	May Occ Med Visits - HR	90.00	
07/26/2024	70610	NLUC, PLLC	GENERAL FUND	HUMAN RESOURCES	May Occ Med Visits - HR	375.00	
07/26/2024	70611	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	50.00	
07/26/2024	70611	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	65.00	
07/26/2024	70611	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	50.00	
07/26/2024	70611	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	65.00	
07/26/2024	70611	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	65.00	
07/26/2024	70611	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	65.00	
07/26/2024	70611	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	65.00	
07/26/2024	70611	NTX - CITYVET GROUP, PLLC	GENERAL FUND	ANIMAL SERVICES	Animal Medical Svcs - ACO	65.00	
07/26/2024	70612	ODP BUSINESS SOLUTIONS, LLC	GENERAL FUND	NON-DEPARTMENTAL	Preside laminate hollow panel, boat shaped top	2,254.20	
07/26/2024	70612	ODP BUSINESS SOLUTIONS, LLC	GENERAL FUND	NON-DEPARTMENTAL	Preside laminate hollow panel, boat shaped top	0.00	
07/26/2024	70613	OMNIBASE SERVICES OF TEXAS LP	GENERAL FUND	NO DEPARTMENT	2nd Quarter Activity Report April-June2024	152.58	
07/26/2024	70614	OREILLY AUTO PARTS	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	lift supports - PW Admin	45.76	
07/26/2024	70614	OREILLY AUTO PARTS	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	oil filters - Drainage	23.79	
07/26/2024	70614	OREILLY AUTO PARTS	GENERAL FUND	PARKS	copper plugs, paper - Parks	33.10	
07/26/2024	70615	PRE-PAID LEGAL SERVICES, INC.	GENERAL FUND	NO DEPARTMENT	Employee Legal Svcs Group #16579	311.95	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Uniform/Clothing - Drainage	102.15	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	City Hall, PD, City Annex mats	74.90	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	mats, mops, towel svcs - PW	44.76	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	NON-DEPARTMENTAL	City Hall, PD, City Annex mats	67.36	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	mats, mops, towel svcs - PW	24.71	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	mats, mops, towel svcs - PW	24.71	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Uniform/Clothing - Drainage	100.64	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	Uniform/Clothing - Parks	83.07	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	Uniform/Clothing - Streets	159.87	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	mats, mops, towel svcs - PW	44.75	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	Uniform/Clothing - Streets	159.45	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PARKS	Uniform/Clothing - Parks	83.07	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	mats, mops, towel svcs - PW	44.76	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	mats, mops, towel svcs - PW	44.75	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	GENERAL FUND	PUBLIC WORKS STREETS	mats, mops, towel svcs - PW	24.71	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Uniform/Clothing - Water	137.34	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Uniform/Clothing - Water	142.56	
07/26/2024	70616	PRUDENTIAL OVERALL SUPPLY	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	mats, mops, towel svcs - PW	24.71	
07/26/2024	70617	RDO EQUIPMENT CO	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Hy-gard, cool-gard - Drainage	220.14	
07/26/2024	70618	RUBAL, ANGIE	WATER & SEWER FUND	NO DEPARTMENT	009_0005064_003 UB Refund	12.82	

Check Date	Check Number	Vendor Name	Detail Fund Description	Detail Department Description	Special Information	Amount	Void?
07/26/2024	70619	SANCHEZ, MARTIN	WATER & SEWER FUND	NO DEPARTMENT	010_0000720_017 UB Refund	39.77	
07/26/2024	70620	SANTEX TRUCK CENTERS LTD.	GENERAL FUND	FIRE DEPARTMENT	E20 Emergency Vehicle Repair to Apparatus	8,520.84	
07/26/2024	70621	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	Embroidery for Chief Andres - PD	21.00	
07/26/2024	70621	SCHERTZ EMBROIDERY, LLC	GENERAL FUND	POLICE DEPARTMENT	embroidery removal for Hackney - PD	65.00	
07/26/2024	70622	SCHERTZ EMS	GENERAL FUND	FIRE DEPARTMENT	Per Capita for July-Sept.2024	159,412.46	
07/26/2024	70623	SIDDONS MARTIN EMERGENCY GROUP	GENERAL FUND	FIRE DEPARTMENT	Emergency Repair to front line apparatus	-	
07/26/2024	70623	SIDDONS MARTIN EMERGENCY GROUP	GENERAL FUND	FIRE DEPARTMENT	Emergency Repair to front line apparatus	7,058.45	
07/26/2024	70624	SOLARWINDS NORTH AMERICA, INC	GENERAL FUND	INFORMATION TECHNOLOGY	Annual Maintenance Renewal	2,121.00	
07/26/2024	70625	SOUTH TEXAS AUTO PARTS COMPANY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	couplings - Drainage	39.78	
07/26/2024	70625	SOUTH TEXAS AUTO PARTS COMPANY	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	horn - Drainage	169.59	
07/26/2024	70626	TANDON, MANISH	WATER & SEWER FUND	NO DEPARTMENT	009_0003290_006 UB Refund	87.17	
07/26/2024	70627	TELLUS EQUIPMENT SOLUTIONS LLC	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	fuel tank - Drainage	584.91	
07/26/2024	70628	TYCO FIRE & SECURITY (US)	GENERAL FUND	INFORMATION TECHNOLOGY	Hirsch Access Control Renewal	1,233.79	
07/26/2024	70629	UMB BANK N.A.	DEBT SERVICE FUND	NO DEPARTMENT	Admn Fees 07/01/24 - 06/30/25	400.00	
07/26/2024	70630	XEROX FINANCIAL SERVICES	GENERAL FUND	INFORMATION TECHNOLOGY	Contract billing for July	118.53	
07/26/2024	70631	YMCA OF GREATER SAN ANTONIO	GENERAL FUND	NO DEPARTMENT	June employee membership fees	789.00	
07/26/2024	70631	YMCA OF GREATER SAN ANTONIO	GENERAL FUND	HUMAN RESOURCES	June employee membership fees	47.00	
07/26/2024	70631	YMCA OF GREATER SAN ANTONIO	GENERAL FUND	HUMAN RESOURCES	June employee membership fees	168.00	
07/26/2024	70632	ZIRGIBEL, RITA	WATER & SEWER FUND	NO DEPARTMENT	009_0005224_002 UB Refund	33.51	
07/26/2024	70633	CITIBANK	GENERAL FUND	ECONOMIC DEVELOPMENT	manual charges	187.00	
07/26/2024	70633	CITIBANK	GENERAL FUND	PLANNING	manual charges	(23.64)	
07/26/2024	70633	CITIBANK	GENERAL FUND	NO DEPARTMENT	JUNE PCARD STATEMENT 7/3/2024	14,864.11	
07/26/2024	70633	CITIBANK	ECONOMIC DEVELOPMENT FUND	NO DEPARTMENT	JUNE PCARD STATEMENT 7/3/2024	552.46	
07/26/2024	70633	CITIBANK	WATER & SEWER FUND	NO DEPARTMENT	JUNE PCARD STATEMENT 7/3/2024	185.18	
07/26/2024	70633	CITIBANK	POLICE EDUCATION FUNDS	NO DEPARTMENT	JUNE PCARD STATEMENT 7/3/2024	1,712.50	
07/26/2024	70633	CITIBANK	ECONOMIC DEVELOPMENT FUND	ECONOMIC DEVELOPMENT	manual charges	65.99	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	2,025.82	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	539.13	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	NON-DEPARTMENTAL	Water Svcs for June	1,238.82	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	FIRE DEPARTMENT	Water Svcs for June	2,692.46	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PUBLIC WORKS STREETS	Water Svcs for June	472.56	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	19.75	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	66.75	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	405.81	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Water Svcs for June	405.81	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	DRAINAGE UTILITY DISTRICT	DRAINAGE UTILITY DISTRICT	Water Svcs for June	405.81	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	12,217.33	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	157.50	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	669.50	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	POLICE DEPARTMENT	Water Svcs for June	400.96	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	ANIMAL SERVICES	Water Svcs for June	387.26	
07/26/2024	70634	CITY OF CIBOLO WATER BILL	GENERAL FUND	PARKS	Water Svcs for June	201.59	
07/26/2024	70635	COMPTRROLLER OF PUBLIC ACCTS	GENERAL FUND	NO DEPARTMENT	Quarterly State Criminal Costs and Fees	(2,681.99)	
07/26/2024	70635	COMPTRROLLER OF PUBLIC ACCTS	GENERAL FUND	NO DEPARTMENT	Quarterly State Criminal Costs and Fees	10.00	
07/26/2024	70635	COMPTRROLLER OF PUBLIC ACCTS	GENERAL FUND	NO DEPARTMENT	Quarterly State Criminal Costs and Fees	34,702.75	
07/26/2024	70636	FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for June - City of Cibolo	189.98	
07/26/2024	70636	FUELMAN	GENERAL FUND	PUBLIC WORKS STREETS	Fuel Svcs for June - City of Cibolo	3,547.81	
07/26/2024	70636	FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for June - City of Cibolo	5,024.90	
07/26/2024	70636	FUELMAN	GENERAL FUND	PUBLIC WORKS STREETS	Fuel Svcs for June - City of Cibolo	272.07	
07/26/2024	70636	FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for June - City of Cibolo	363.24	
07/26/2024	70636	FUELMAN	GENERAL FUND	NON-DEPARTMENTAL	Fuel Svcs for June - City of Cibolo	42.66	
07/26/2024	70636	FUELMAN	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Fuel Svcs for June - City of Cibolo	347.24	
07/26/2024	70636	FUELMAN	GENERAL FUND	ANIMAL SERVICES	Fuel Svcs for June - City of Cibolo	240.82	
07/26/2024	70636	FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for June - City of Cibolo	212.12	
07/26/2024	70636	FUELMAN	GENERAL FUND	PUBLIC WORKS - ADMINISTRATION	Fuel Svcs for June - City of Cibolo	43.69	
07/26/2024	70636	FUELMAN	GENERAL FUND	ECONOMIC DEVELOPMENT	Fuel Svcs for June - City of Cibolo	367.94	
07/26/2024	70636	FUELMAN	GENERAL FUND	POLICE DEPARTMENT	Fuel Svcs for June - City of Cibolo	489.20	
07/26/2024	70636	FUELMAN	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Fuel Svcs for June - City of Cibolo	64.01	
07/26/2024	70636	FUELMAN	GENERAL FUND	FIRE DEPARTMENT	Fuel Svcs for June - City of Cibolo	3,631.17	
07/26/2024	70636	FUELMAN	WATER & SEWER FUND	GENERAL UTILITIES OPERATIONS	Fuel Svcs for June - City of Cibolo	2,362.92	



City Council Regular Meeting Staff Report

C. Approval of the July 2024 Revenue and Expense Report pending final acceptance of the City's financial audit for the 23/24 fiscal year.

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8C.
From	
Jessica Donoho, Accounting Manager	
Staff Contact(s)	
Anna Miranda,	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[Revenue Expense Report-2024.07.31.pdf](#)



" City of Choice"

Revenue and Expense Report

July 31, 2024

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
<u>GENERAL FUND</u>							
	Beginning Fund Balance	5,905,853	6,463,418		6,463,418		
	General and franchise taxes	16,873,700	16,873,700	770,844	15,295,325	1,578,375	90.6%
	Permits and fees	3,465,300	3,465,300	146,641	2,436,366	1,028,934	70.3%
	Animal Control	22,000	22,000	4,004	46,273	(24,273)	210.3%
	Court and Alarm Permits	239,350	239,350	27,169	244,287	(4,937)	102.1%
	Interest and Miscellaneous	550,664	550,664	578,538	1,022,892	(472,228)	185.8%
	Parks and Grants	139,900	139,900	17,566	111,398	28,502	79.6%
	Intergovernmental and Transfers	1,981,000	1,981,000	132,846	1,420,950	560,050	71.7%
	Other Financing Sources	40,000	40,000	646	12,796	27,204	32.0%
	Revenue Subtotal	23,311,914	23,311,914	1,678,253	20,590,287	2,721,627	88.3%
10151	Salaries and Benefits	14,711,218	14,560,449	1,117,619	12,693,622	1,866,827	87.2%
10152	Services, Utilities & Training	4,929,779	5,357,379	408,776	4,339,833	1,017,546	81.0%
10153	General Supplies and Repairs	1,393,740	1,451,321	81,278	942,185	509,136	64.9%
10154	Capital and NonCapital	76,370	244,197	279	200,307	43,890	82.0%
10155	Other Expenses	1,431,825	1,424,950	260,326	1,347,533	77,417	94.6%
10158	Transfers	30,000	30,000	-	30,000	-	100.0%
10159	Debt Service	432,650	438,450	56,498	413,313	25,137	94.3%
	Expenditure Subtotal	23,005,582	23,506,746	1,924,776	19,966,793	3,539,953	84.9%
7/31/2024	Net Change	306,332	(194,832)	(246,522)	623,494	(818,326)	
	GENERAL FUND (Unaudited)	6,212,185	6,268,586		7,086,912		
<u>Expenditures by Department:</u>							
	CITY MANAGER	633,341	632,941	50,508	550,469	82,472	87.0%
	PUBLIC RELATIONS	146,282	146,282	17,749	118,699	27,583	81.1%
	CITY COUNCIL	68,495	68,495	5,657	44,549	23,946	65.0%
	CITY SECRETARY	715,500	945,500	66,938	885,423	60,077	93.6%
	POLICE DEPARTMENT	6,102,478	5,744,478	415,814	4,741,430	1,003,048	82.5%
	MUNICIPAL COURT	214,099	184,099	12,546	140,140	43,959	76.1%
	PLANNING	1,157,485	1,145,885	90,640	968,183	177,702	84.5%
	DEVELOPMENT SERVICES	1,724,820	1,724,820	73,353	1,377,445	347,375	79.9%
	PUBLIC WORKS - STREETS	1,324,427	1,322,718	91,626	1,048,690	274,028	79.3%
	PUBLIC WORKS - ADMIN	867,573	840,573	67,410	657,147	183,426	78.2%
	ANIMAL SERVICES	499,692	469,692	34,239	359,382	110,310	76.5%
	PARKS & FACILITY MAINTENANCE	1,239,390	1,194,581	79,562	898,988	295,593	75.3%
	ECONOMIC DEVELOPMENT	258,100	223,100	12,556	159,696	63,404	71.6%
	FINANCE DEPARTMENT	838,100	845,619	41,318	684,910	160,709	81.0%
	INFORMATION TECHNOLOGY DEPT	1,458,260	1,542,246	212,047	1,316,447	225,799	85.4%
	HUMAN RESOURCES	608,370	576,370	37,540	485,634	90,736	84.3%
	FIRE DEPARTMENT	5,126,120	5,234,794	558,235	4,549,416	685,378	86.9%
	NON-DEPARTMENTAL	23,050	664,553	57,037	980,145	(315,592)	147.5%
	Expenditure Subtotal	23,005,582	23,506,746	1,924,776	19,966,793	3,539,953	84.9%

**CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY**

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
UTILITY FUND							
	Beginning Fund Balance	6,726,787	7,848,939		7,848,939		
	Utility Services	17,051,500	17,051,500	1,559,752	14,026,154	3,025,346	82.3%
	Meter connections	56,600	56,600	4,019	35,720	20,880	63.1%
	Credit card fees	130,000	130,000	13,278	120,757	9,243	92.9%
	Interest Transfers and Misc	212,500	212,500	44,932	415,872	(203,372)	195.7%
	Revenue Subtotal	17,450,600	17,450,600	1,621,982	14,598,503	2,852,097	83.7%
50251	Salaries and Benefits	1,487,157	1,487,157	114,628	1,227,392	259,765	82.5%
50252	Services, Utilities & Training	450,850	521,613	21,332	350,944	170,669	67.3%
50253	General Supplies and Repairs	381,300	384,490	25,157	275,591	108,899	71.7%
50254	Capital and NonCapital	760,825	776,076	-	724,801	51,275	93.4%
50255	Other Expenses	6,975,000	6,975,000	584,257	5,825,269	1,149,731	83.5%
50256	Contracted Water Costs	5,206,000	5,206,000	333,187	3,360,066	1,845,934	64.5%
50258	Transfers	775,000	775,000	69,873	650,324	124,676	83.9%
50259	Debt Service	1,015,882	1,015,882	460,007	998,715	17,167	98.3%
	Expenditure Subtotal	17,052,014	17,141,218	1,608,440	13,413,102	3,728,116	78.3%
	Net Change	398,586	309,382	13,542	1,185,401	(876,019)	
7/31/2024	WATER & SEWER FUND (Unaudited)	7,125,373	8,158,321		9,034,340		
Expenditures by Department:							
	UTILITIES ADMINISTRATION	4,842,805	4,846,105	368,169	3,925,097	921,008	81.0%
	UTLILITY OPERATIONS-GENERAL	2,382,827	2,411,118	127,210	2,094,044	317,074	86.8%
	UTILITY OPERATIONS-WASTEWATER	3,360,000	3,354,400	311,766	2,879,628	474,772	85.8%
	UTILITY OPERATIONS-WATER	5,505,000	5,568,213	344,965	3,553,474	2,014,739	63.8%
	UTILITIES - DEBT/NON-DEPARTMENTAL	961,382	961,382	456,330	960,860	522	99.9%
	Expenditure Subtotal	17,052,014	17,141,218	1,608,440	13,413,102	3,728,116	78.3%

**CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY**

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
<u>DRAINAGE UTILITY DISTRICT</u>							
	Beginning Fund Balance (Unaudited)	806,357	896,005		896,005		
	Utility Services	1,158,000	1,158,000	104,293	1,018,195	139,805	87.9%
	Interest Transfers and Misc	25,000	25,000	4,114	35,672	(10,672)	142.7%
	Revenue Subtotal	1,183,000	1,183,000	108,407	1,053,867	129,133	89.1%
50151	Salaries and Benefits	752,537	752,537	52,882	555,160	197,377	73.8%
50152	Services, Utilities & Training	109,400	104,400	2,249	34,660	69,740	33.2%
50153	General Supplies and Repairs	130,700	131,700	7,988	105,899	25,801	80.4%
50154	Capital and NonCapital	168,125	179,350	-	35,719	143,631	19.9%
50155	Other Expenses	34,500	34,500	-	-	34,500	0.0%
50158	Transfers	170,000	170,000	17,416	173,283	(3,283)	101.9%
50159	Debt Service	18,474	22,474	2,520	17,270	5,204	76.8%
	Expenditure Subtotal	1,383,736	1,394,961	83,054	921,992	472,969	66.1%
	Net Change	(200,736)	(211,961)	25,353	131,875	(343,836)	
	DRAINAGE UTILITY DISTRICT (Unaudited)	605,621	684,044		1,027,880		

**CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY**

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
<u>ECONOMIC DEVELOPMENT CORPORATION</u>							
	Beginning Fund Balance (Unaudited)	1,514,905	2,068,685		2,068,685		
	Sales Tax	1,330,000	1,330,000	109,348	1,009,579	320,421	75.9%
	Interest Transfers and Misc	60,000	60,000	10,553	103,049	(43,049)	171.7%
	Revenue Subtotal	1,390,000	1,390,000	119,901	1,112,628	277,372	80.0%
80551	Salaries and Benefits	-	-	-	-	-	
80552	Services, Utilities & Training	416,500	488,521	6,132	120,331	368,190	24.6%
80553	General Supplies and Repairs	7,950	7,950	1,117	3,412	4,538	42.9%
80554	Capital and NonCapital	57,000	57,000	-	2,546	54,454	4.5%
80555	Other Expenses	145,500	625,500	-	46,567	578,933	7.4%
80558	Transfers	154,175	154,175	1,686	142,363	11,812	92.3%
80559	Debt Service	318,742	318,742	34,612	318,742	(0)	100.0%
	Expenditure Subtotal	1,099,867	1,651,888	43,547	633,962	1,017,926	38.4%
	Net Change	290,133	(261,888)	76,354	478,666	(740,554)	
	ECONOMIC DEVELOPMENT FUND (Unaudited)	1,805,038	1,806,797		2,547,351		

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
<u>DEBT SERVICE FUND</u>							
	Beginning Fund Balance	1,240,028	1,298,790		1,298,790		
	General and franchise taxes	6,050,000	6,050,000	24,188	6,080,071	(30,071)	100.5%
	Interest Transfers and Misc	1,064,675	1,064,675	688,597	1,004,094	60,581	
	Revenue Subtotal	7,114,675	7,114,675	712,786	7,084,165	30,510	99.6%
	DEBT SERVICE FUND	7,024,999	7,024,999	1,126,293	6,475,175	549,824	92.2%
	Expenditure Subtotal	7,024,999	7,024,999	1,126,293	6,475,175	549,824	92.2%
	Net Change	89,676	89,676	(413,507)	608,990	(519,314)	
	DEBT SERVICE FUND (unaudited)	1,329,704	1,388,466		1,907,780		

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
CIBOLO PUBLIC FACILITY CORPORATION							
	Beginning Fund Balance	4,523,417	4,533,497		4,533,497		
81032	Permits and fees	14,000	41,000	1,201	39,198	1,802	95.6%
81035	Interest and Miscellaneous	175,000	210,000	21,479	205,867	4,133	98.0%
81038	Transfers	-	-	-	-	-	
	Revenue Subtotal	189,000	251,000	22,680	245,065	5,935	97.6%
81052	Services, Utilities & Training	-	225,000	-	-	225,000	0.0%
81054	Capital and NonCapital	-	-	-	-	-	
81055	Other Expenses	-	-	-	-	-	
81057	Construction	-	2,280,000	20,000	20,000	2,260,000	
81058	Transfers	14,000	14,000	-	-	14,000	0.0%
	Expenditure Subtotal	14,000	2,519,000	20,000	20,000	2,499,000	0.8%
	Net Change	175,000	(2,268,000)	2,680	225,065	(2,493,065)	
	CIBOLO PUBLIC FACILITY CORP (Unaudited)	4,698,417	2,265,497		4,758,562		

SPECIAL EVENTS

	Beginning Fund Balance	92	(9,816)		(9,816)		
20134	Fees	300	300	24	403	(103)	134.5%
20135	Interest and Miscellaneous	200	200	-	-	200	0.0%
20136	Event income	67,000	72,506	845	71,552	954	98.7%
20138	Transfers	30,000	30,000	-	30,000	-	100.0%
	Revenue Subtotal	97,500	103,006	869	101,955	1,051	99.0%
20152	Services, Utilities & Training	71,000	69,405	420	69,830	(425)	100.6%
20153	General supplies and Repairs	25,100	32,814	47	33,022	(208)	100.6%
20154	Capital and NonCapital	-	-	-	-	-	
20155	Other Expenses	500	235	31	481	(246)	204.7%
20158	Transfers	-	-	-	-	-	
	Expenditure Subtotal	96,600	102,454	498	103,333	(879)	100.9%
	Net Change	900	552	371	(1,378)	1,930	
	SPECIAL EVENTS (Unaudited)	992	(9,264)		(11,194)		

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
WATER IMPACT FEES							
	Beginning Fund Balance	4,708,775	5,080,713		5,080,713		
52232	Permits and Fees	750,000	750,000	12,583	576,127	173,873	76.8%
52235	Interest and Miscellaneous	225,000	225,000	16,943	227,369	(2,369)	101.1%
	Revenue Subtotal	975,000	975,000	29,525	803,497	171,503	82.4%
52252	Services, Utilities & Training	-	-	-	-	-	
52254	Capital and NonCapital	2,425,000	2,331,130	-	15,977	2,315,153	0.7%
	Expenditure Subtotal	2,425,000	2,331,130	-	15,977	2,315,153	0.7%
	Net Change	(1,450,000)	(1,356,130)	29,525	787,520	(2,143,650)	
	WATER IMPACT FEES (unaudited)	3,258,775	3,724,583		5,868,233		

WASTEWATER IMPACT FEES							
	Beginning Fund Balance	3,178,987	3,271,218		3,271,218		
52432	Permits and Fees	180,000	180,000	24,720	392,868	(212,868)	218.3%
52435	Interest and Miscellaneous	125,000	125,000	16,950	154,828	(29,828)	123.9%
	Revenue Subtotal	305,000	305,000	41,670	547,696	(242,696)	179.6%
52452	Services, Utilities & Training	-	-	-	-	-	
52454	Capital and NonCapital	-	-	-	-	-	
52457	Construction	2,300,000	2,300,000	-	-	2,300,000	0.0%
	Expenditure Subtotal	2,300,000	2,300,000	-	-	2,300,000	0.0%
	Net Change	(1,995,000)	(1,995,000)	41,670	547,696	(2,542,696)	
	WASTEWATER IMPACT FEES (unaudited)	1,183,987	1,276,218		3,818,914		

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
TRAFFIC IMPACT FEES							
	Beginning Fund Balance	3,780,275	4,115,627		4,115,627		
32032	Permits and Fees	620,000	620,000	7,752	532,762	87,238	85.9%
32035	Interest and Miscellaneous	120,000	120,000	21,361	191,444	(71,444)	159.5%
	Revenue Subtotal	740,000	740,000	29,113	724,205	15,795	97.9%
32052	Services, Utilities & Training	-	-	-	-	-	
32057	Construction	1,200,000	1,200,000	38,955	125,658	1,074,342	10.5%
	Expenditure Subtotal	1,200,000	1,200,000	38,955	125,658	1,074,342	10.5%
	Net Change	(460,000)	(460,000)	(9,842)	598,548	(1,058,548)	
	TRAFFIC IMPACT FEES (unaudited)	3,320,275	3,655,627		4,714,175		

DRAINAGE IMPACT FEES							
	Beginning Fund Balance	2,667,243	3,218,482		3,218,482		
52032	Permits and Fees	350,000	350,000	14,763	795,524	(445,524)	227.3%
52035	Interest and Miscellaneous	120,000	120,000	16,018	155,185	(35,185)	129.3%
	Revenue Subtotal	470,000	470,000	30,781	950,708	(480,708)	202.3%
52052	Services, Utilities & Training	-	-	-	-	-	
52054	Capital and NonCapital	250,353	660,911	-	638,427	22,484	96.6%
	Expenditure Subtotal	250,353	660,911	-	638,427	22,484	96.6%
	Net Change	219,647	(190,911)	30,781	312,282	(503,193)	
	DRAINAGE IMPACT FEES (unaudited)	2,886,890	3,027,571		3,530,764		

PARKLAND FEES							
	Beginning Fund Balance	964,856	1,393,148		1,393,148		
32236	Permits and Fees	125,000	125,000	(600)	63,600	61,400	50.9%
32235	Interest and Miscellaneous	40,000	40,000	6,704	64,164	(24,164)	160.4%
	Revenue Subtotal	165,000	165,000	6,104	127,764	37,236	77.4%
32257	Construction	740,800	1,147,950	4,395	20,121	1,127,829	1.8%
	Expenditure Subtotal	740,800	1,147,950	4,395	20,121	1,127,829	1.8%
	Net Change	(575,800)	(982,950)	1,709	107,643	(1,090,593)	
	PARKLAND FEES (unaudited)	389,056	410,198		1,500,791		

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
<u>COURT TECHNOLOGY FEES</u>							
	Beginning Fund Balance	2,886	3,017		3,017		
23334	Permits and Fees	4,000	4,000	625	4,476	(476)	111.9%
23335	Interest and Miscellaneous	5	5	10	54	(49)	1081.0%
	Revenue Subtotal	4,005	4,005	634	4,530	(525)	113.1%
23352	Services, Utilities & Training	4,000	4,000	-	4,000	-	100.0%
23354	Capital and NonCapital	-	-	-	-	-	
	Expenditure Subtotal	4,000	4,000	-	4,000	-	100.0%
	Net Change	5	5	634	530	(525)	
	COURT TECHNOLOGY FEES (unaudited)	2,891	3,022		3,547		

<u>COURT SECURITY FEES</u>							
	Beginning Fund Balance	25,231	29,141		29,141		
23434	Permits and Fees	5,000	5,000	767	5,415	(415)	108.3%
23435	Interest and Miscellaneous	750	750	134	1,161	(411)	154.9%
	Revenue Subtotal	5,750	5,750	901	6,576	(826)	114.4%
23452	Services, Utilities & Training	-	-	-	410	(410)	
	Expenditure Subtotal	-	-	-	410	(410)	
	Net Change	5,750	5,750	901	6,166	(416)	
	COURT SECURITY FEES (unaudited)	30,981	34,891		35,307		

<u>POLICE SEIZURE FUND</u>							
	Beginning Fund Balance	97,281	110,795		110,795		
23534	Permits and Fees	10,000	10,000	2,453	7,717	2,283	77.2%
23535	Interest and Miscellaneous	2,500	2,500	420	4,183	(1,683)	167.3%
	Revenue Subtotal	12,500	12,500	2,873	11,900	600	95.2%
23553	General supplies and repairs	6,000	6,000	-	20,618	(14,618)	343.6%
23554	Capital and Non Capital	50,000	50,000	-	-	50,000	0.0%
	Expenditure Subtotal	56,000	56,000	-	20,618	35,382	36.8%
	Net Change	(43,500)	(43,500)	2,873	(8,718)	(34,782)	
	POLICE SEIZURE FUND (unaudited)	53,781	67,295		102,077		

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
<u>POLICE EDUCATION FUND</u>							
	Beginning Fund Balance	12,967	13,878		13,878		
23634	Grants	2,250	2,250	-	5,738	(3,488)	255.0%
23635	Interest and Miscellaneous	400	400	70	576	(176)	144.1%
	Revenue Subtotal	2,650	2,650	70	6,315	(3,665)	238.3%
23652	Services, Utilities and Training	10,000	10,000	200	3,266	6,734	32.7%
23654	Capital and Non Capital	-	-	-	-	-	
	Expenditure Subtotal	10,000	10,000	200	3,266	6,734	32.7%
	Net Change	(7,350)	(7,350)	(130)	3,049	(10,399)	
	POLICE EDUCATION FUND (unaudited)	5,617	6,528		16,927		
<hr/>							
<u>SPECIAL DONATIONS FUND</u>							
	Beginning Fund Balance	18,163	20,831		20,831		
20234	Donations and Grants	2,500	2,500	1,151	5,691	(3,191)	227.6%
20235	Interest and Miscellaneous	500	500	94	796	(296)	159.1%
	Revenue Subtotal	3,000	3,000	1,245	6,486	(3,486)	216.2%
20252	Services, Utilities and Training	6,000	6,000	-	150	5,850	2.5%
20253	General Supplies and Repairs	7,150	7,150	1,800	1,800	5,350	25.2%
	Expenditure Subtotal	13,150	13,150	1,800	1,950	11,200	14.8%
	Net Change	(10,150)	(10,150)	(555)	4,536	(14,686)	
	SPECIAL DONATIONS FUND (unaudited)	8,013	10,681		25,368		
<hr/>							
<u>CHILD SAFETY FEES</u>							
	Beginning Fund Balance	96,813	100,431		100,431		
23834	Donations and Grants	32,000	42,000	3,946	35,574	6,426	84.7%
23835	Interest and Miscellaneous	3,000	5,000	502	4,526	474	90.5%
	Revenue Subtotal	35,000	47,000	4,449	40,100	6,900	85.3%
23858	Transfers	20,000	25,000	-	18,685	6,315	74.7%
	Expenditure Subtotal	20,000	25,000	-	18,685	6,315	74.7%
	Net Change	15,000	22,000	4,449	21,415	585	
	CHILD SAFETY FEE (unaudited)	111,813	122,431		121,846		

CITY OF CIBOLO
REVENUE AND EXPENSE REPORT-JULY

FISCAL YEAR 2024

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
<u>STREET MAINTENANCE TAX</u>							
	Beginning Fund Balance	665,794	827,118		827,118		
23930	General Taxes	1,332,700	1,332,700	109,348	1,009,579	323,121	75.8%
23935	Interest and Miscellaneous	17,500	17,500	5,835	65,383	(47,883)	373.6%
23936	Donations and grants	-	-	-	-	-	
23938	Transfers	-	-	-	-	-	
	Revenue Subtotal	1,350,200	1,350,200	115,183	1,074,962	275,238	79.6%
23952	Services, Utilities, and Training	775,000	660,000	1,204	331,408	328,592	50.2%
23954	Capital and NonCapital	-	-	-	-	-	
23957	Construction	-	103,583	-	8,302	95,281	8.0%
23958	Transfers	665,500	665,500	665,500	665,500	-	100.0%
	Expenditure Subtotal	1,440,500	1,429,083	666,704	1,005,210	423,873	70.3%
	Net Change	(90,300)	(78,883)	(551,521)	69,751	(148,634)	
	STREET MAINTENACE TAX (unaudited)	575,494	748,235		896,869		
<hr/>							
<u>GRANTS FUND</u>							
	Beginning Fund Balance	207,388	138,575		138,575		
23035	Interest and Miscellaneous	150,000	150,000	20,664	170,679	(20,679)	113.8%
23036	Donations and grants	3,635,234	3,717,086	4,219	90,340	3,626,746	2.4%
	Revenue Subtotal	3,785,234	3,867,086	24,883	261,020	3,606,066	6.7%
23051	Salaries and Benefits	750,000	860,000	-	-	860,000	0.0%
23052	Services, Utilities, and Training	184,500	184,500	-	42,198	142,302	22.9%
23054	Capital and NonCapital	892,000	1,161,679	-	587,417	574,262	50.6%
23057	Construction	1,900,000	1,900,000	9,013	58,978	1,841,023	3.1%
	Expenditure Subtotal	3,726,500	4,106,179	9,013	688,593	3,417,586	16.8%
	Net Change	58,734	(239,093)	15,870	(427,573)	188,480	
	GRANTS FUND (unaudited)	266,122	(100,518)		(288,998)		

Account Number	Description	ADOPTED BUDGET	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	REMAINING BALANCE	PERCENT MET
IT REPLACEMENT FUND							
	Beginning Fund Balance	180,880	194,558		194,558		
30135	Interest and Miscellaneous	5,000	5,000	839	8,492	(3,492)	169.8%
30138	Transfers	-	-	-	-	-	
	Revenue Subtotal	5,000	5,000	839	8,492	(3,492)	169.8%
30152	Services, Utilities, and Training	-	-	-	-	-	
30154	Capital and NonCapital	84,600	84,600	-	11,547	73,053	13.6%
	Expenditure Subtotal	84,600	84,600	-	11,547	73,053	13.6%
	Net Change	(79,600)	(79,600)	839	(3,055)	(76,545)	
	IT REPLACEMENT (unaudited)	101,280	114,958		191,503		

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
<u>2011 GO BONDS - TOWN CREEK DET</u>		14	15	16
	BEGINNING FUND BALANCE	-	18,652	-
354-35100-000-000-0000	INTEREST	362,012	1,836	363,847
354-35150-000-000-0000	UNREALIZED GAIN/LOSS ON INVEST	228	-	228
354-35250-000-000-0000	NET BOND PROCEEDS	5,350,000	-	5,350,000
	TOTAL REVENUES	5,712,240	1,836	5,714,076
354-57400-000-000-4041	LAND ACQUISITION	1,351,749	-	1,351,749
354-57500-000-000-4041	ENGINEERING SERVICES	1,683,251	6,935	1,690,186
354-57600-000-000-4041	CONSTRUCTION COSTS	2,658,588	-	2,658,588
	TOTAL EXPENDITURES	5,693,588	6,935	5,700,523
Fund number: 354	2011 GO BONDS - TOWN CREEK DET	18,652	(5,099)	13,553
	ENDING FUND BALANCE	18,652	13,553	13,553
<u>Outstanding Encumbrances:</u>				
354-57600-000-000-4041	Texas Sterling	PO 22139		615
354-57500-000-000-4041	Vickrey & Associates, Inc	PO 22166		3,506
	Total Encumbrances			<u>4,121</u>
	Remaining funds			9,432

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
2013 GO BONDS - TOWN CREEK DET		12	13	14
	BEGINNING FUND BALANCE	-	2,301,539	-
356-35100-000-000-0000	INTEREST	515,996	114,645	630,641
356-35150-000-000-0000	UNREALIZED GAIN/LOSS ON INVEST	1,828	-	1,828
356-38357-000-000-0000	TRANSFER FROM 13 GO BONDS	-	10,147	10,147
356-39350-000-000-0000	NET BOND PROCEEDS	3,700,000	-	3,700,000
	TOTAL REVENUES	4,217,824	124,792	4,342,616
356-57500-000-000-4041	ENGINEERING SERVICES	47,610	16,012	63,622
356-57600-000-000-4041	CONSTRUCTION COSTS	1,868,675	1,144,782	3,013,457
	TOTAL EXPENDITURES	1,916,285	1,160,794	3,077,080
				-
Fund number: 356	2013 GO BONDS - TOWN CREEK DET	2,301,539	(1,036,002)	1,265,536
	ENDING FUND BALANCE	2,301,539	1,265,536	1,265,536

Outstanding Encumbrances:

356-57600-000-000-4041	Texas Sterling	PO 22139		1,031,675
356-57500-000-000-4041	Raba Kistener, Inc	PO 24061		15,988
	Total Encumbrances			1,047,662
	Remaining funds			217,874

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
<u>2016 GO BONDS - BORGFELD RD</u>		9	10	11
	BEGINNING FUND BALANCE	-	56,714	-
363-35100-000-000-0000	· INTEREST	45,854	2,222	48,076
363-39350-000-000-0000	· NET BOND PROCEEDS	3,500,000	-	3,500,000
363-37100-000-000-0000	· INTERGOVERNMENTAL PARTICIPATION	450,000	-	450,000
	TOTAL REVENUES	3,995,854	2,222	3,998,076
363-57400-000-000-5051	· LAND ACQUISITION	303,169	-	303,169
363-57500-000-000-5051	· ENGINEERING SERVICES	296,531	-	296,531
363-57600-000-000-5051	· CONSTRUCTION COSTS	3,339,440	-	3,339,440
363-57600-000-000-5502	· CONSTRUCTION COSTS	-	58,000	58,000
	TOTAL EXPENDITURES	3,939,140	58,000	3,997,140
Fund number: 363	2016 GO BONDS - BORGFELD RD	56,714	(55,778)	936
	ENDING FUND BALANCE	56,714	936	936

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
2019 GENERAL OBLIGATION BONDS				
	BEGINNING FUND BALANCE	-	1,017,750	-
365-35100-000-000-0000	INTEREST	204,053	44,009	248,062
365-38101-000-000-0000	TRANSFER FROM GENERAL FUND	675,000	-	675,000
365-39350-000-000-0000	NET BOND PROCEEDS	10,750,000	-	10,750,000
	TOTAL REVENUES	11,629,053	44,009	11,673,062
365-54910-000-000-0000	CAPITAL OUTLAY	450,000	-	450,000
365-57500-000-000-1074	ENGINEERING SERVICES <i>CITY HALL ANNEX</i>	250,571	-	250,571
365-57500-000-000-1075	ENGINEERING SERVICES <i>PUBLIC WORKS EXPANSION</i>	85,172	72	85,244
365-57500-000-000-4043	ENGINEERING SERVICES <i>TOLLE ROAD IMPROVEMENTS</i>	375,637	-	375,637
365-57500-000-000-6066	ENGINEERING SERVICES <i>TOLLE PARK</i>	67,820	-	67,820
365-57600-000-000-1074	CONSTRUCTION COSTS <i>CITY HALL ANNEX</i>	2,370,488	-	2,370,488
365-57600-000-000-1075	CONSTRUCTION COSTS <i>PUBLIC WORKS EXPANSION</i>	484,786	120,286	605,072
365-57600-000-000-4043	CONSTRUCTION COSTS <i>TOLLE ROAD IMPROVEMENTS</i>	-	-	-
365-57600-000-000-5055	CONSTRUCTION COSTS <i>FM 1103 ROAD IMPROVEMENTS</i>	6,000,000	-	6,000,000
365-57600-000-000-6062	CONSTRUCTION COSTS <i>MIRACLE FIELD</i>	500,000	-	500,000
365-57600-000-000-6066	CONSTRUCTION COSTS <i>TOLLE PARK</i>	-	-	-
365-57650-000-000-1074	TESTING <i>CITY HALL ANNEX</i>	26,829	-	26,829
	TOTAL EXPENDITURES	10,611,303	120,358	10,731,662
Fund number: 365	2019 GENERAL OBLIGATION BONDS	1,017,750	(76,349)	941,400
	ENDING FUND BALANCE	1,017,750	941,400	941,400
Outstanding Encumbrances:				
365-57500-000-000-1075	RVK Architects	PO 21067		8,226
365-57600-160-000-1075	Western Ready Mix	PO 24122		-
365-57600-160-000-1075	San Antonio Masonry	PO 24123		-
365-57600-160-000-1075	Mariano Molina	PO 24137		-
	Total Encumbrances			8,226
	Remaining funds			933,174

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
2019 CERTIFICATES OF OBLIGATION		6	7	8
	BEGINNING FUND BALANCE	-	352,154	-
333-35100-000-000-0000	INTEREST	110,251	16,547	126,798
333-39350-000-000-0000	NET BOND PROCEEDS	5,000,000	-	5,000,000
333-37120-000-000-0000	INTERGOVERNMENTAL - GUADALUPE CO	750,000	-	750,000
	TOTAL REVENUES	5,860,251	16,547	5,876,798
333-57400-000-000-5057	LAND ACQUISITION	429,363	-	429,363
333-57500-000-000-5057	ENGINEERING SERVICES	456,961	-	456,961
333-57600-000-000-5057	CONSTRUCTION COSTS	4,612,913	-	4,612,913
333-57650-000-000-5057	TESTING	8,860	-	8,860
	TOTAL EXPENDITURES	5,508,097	-	5,508,097
Fund number: 333	2019 CERTIFICATES OF OBLIGATION	352,154	16,547	368,701
	ENDING FUND BALANCE	352,154	368,701	368,701

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
<u>2020 CERTIFICATES OF OBLIGATION - STREET MAINTENANCE</u>		5	6	7
	BEGINNING FUND BALANCE	-	2,775,370	-
369-35100-000-000-0000	INTEREST	346,033	121,957	467,991
369-14101-000-000-0000	TRANSFER FROM GENERAL FUND	2,350,000	-	2,350,000
369-14239-000-000-0000	TRANSFER FROM STREET MAINTENANCE	1,043,763	-	1,043,763
369-39350-000-000-0000	NET BOND PROCEEDS	7,500,000	-	7,500,000
	TOTAL REVENUES	11,239,796	121,957	11,361,754
369-57400-000-000-5500	LAND ACQUISITION	-	-	-
369-57500-000-000-5050	ENGINEERING SERVICES	-	29,762	29,762
369-57500-000-000-5500	ENGINEERING SERVICES	286,005	34,001	320,005
369-57500-000-000-5502	ENGINEERING SERVICES	83,954	56,983	140,937
369-57500-000-000-5503	ENGINEERING SERVICES	-	153,873	153,873
369-57600-000-000-5501	CONSTRUCTION COSTS	8,094,467	-	8,094,467
369-57600-000-000-5502	CONSTRUCTION COSTS	-	1,589,719	1,589,719
	TOTAL EXPENDITURES	8,464,427	1,864,337	10,328,764
Fund number: 369	2020 CERTIFICATES OF OBLIGATION - STREET MAINTENANCE	2,775,370	(1,742,380)	1,032,990
	ENDING FUND BALANCE	2,775,370	1,032,990	1,032,990
<u>Outstanding Encumbrances:</u>				
369-57500-000-000-5050	Lockwood Andrews	PO 24129		10,078
369-57500-000-000-5500	Arias & Associates	PO 24066		1,790
369-57500-000-000-5502	Lockwood Andrews	PO 23202		12,147
369-57500-000-000-5502	Terracon	PO 24092		4,200
369-57500-000-000-5502	Terracon	PO 24163		37,401
369-57500-000-000-5503	Lockwood Andrews	PO 24098		91,127
369-57600-000-000-5502	D&D Contractors	PO 24083		752,392
	Total Encumbrances			<u>909,135</u>
	Remaining funds			123,855

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
2023 CERTIFICATES OF OBLIGATION		2	3	4
	BEGINNING FUND BALANCE	-	2,007,590	-
371-35100-000-000-0000	INTEREST	118,714	83,092	201,806
371-35350-000-000-0000	BOND PROCEEDS	4,550,000	-	4,550,000
371-35351-000-000-0000	BOND PREMIUM	364,772	-	364,772
	TOTAL REVENUES	5,033,487	83,092	5,116,578
371-55005-000-000-0000	BOND ISSUANCE COST	114,772	-	114,772
371-54910-343-000-0000	CAPITAL OUTLAY	255,973	34,510	290,484
371-54910-353-000-0000	CAPITAL OUTLAY	857,487	106,355	963,842
371-57500-199-000-1072	ENGINEERING SERVICES <i>CITY HALL/HVAC RENOVATION</i>	70,400	17,300	87,700
371-57500-353-000-7074	ENGINEERING SERVICES <i>PUBLIC SAFETY FACILITY</i>	-	390,400	390,400
371-57600-160-000-1075	CONSTRUCTION COSTS <i>PUBLIC WORKS EXPANSION</i>	544,721	220,579	765,299
371-57600-199-000-1072	CONSTRUCTION COSTS <i>CITY HALL/HVAC RENOVATION</i>	1,182,543	652,964	1,835,507
371-57600-353-000-7072	CONSTRUCTION COSTS <i>FIRE ST 1 & 2 BATHROOMS</i>	-	13,931	13,931
371-57600-353-000-7073	CONSTRUCTION COSTS <i>FIRE ST 1 & 2 BATHROOMS</i>	-	14,496	14,496
371-54910-660-000-0000	CAPITAL OUTLAY	-	-	-
	TOTAL EXPENDITURES	3,025,896	1,450,535	4,476,431
Fund number: 371	2023 CERTIFICATES OF OBLIGATION	2,007,590	(1,367,443)	640,147
	ENDING FUND BALANCE	2,007,590	640,147	640,147
Outstanding Encumbrances:				
371-54910-343-000-0000	Enterprise FM Trust	PO 23162		4,939
371-54910-343-000-0000	Farrwest	PO 23164		3,847
371-54910-343-000-0000	LCRA	PO 24094		30,447
371-54910-343-000-0000	LCRA	PO 24112		9,984
371-54910-353-000-0000	Siddons Martin Emergency Group	PO 23029		51,515
371-54910-353-000-0000	LCRA	PO 24179		35,793
371-57500-199-000-1072	Cleary Zimmerman	PO 22180		800
371-57500-353-000-7074	Eikon Consulting Group	PO 24055		415,585
371-57600-199-000-1072	JLA Communications	PO 23153		-
371-57600-199-000-1072	K-W Construction	PO 23160		46,662
371-57600-199-000-1072	TYCO Fire and Security	PO 24049		4,003
	Total Encumbrances			603,575
	Remaining funds			36,572

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
2024 CERTIFICATES OF OBLIGATION		2	3	4
	BEGINNING FUND BALANCE	-	-	-
372-35100-000-000-0000	INTEREST	-	128,852	128,852
372-35350-000-000-0000	BOND PROCEEDS	-	8,485,000	8,485,000
372-35351-000-000-0000	BOND PREMIUM	-	723,639	723,639
	TOTAL REVENUES	-	9,337,491	9,337,491
372-55005-000-000-0000	BOND ISSUANCE COST	-	208,639	208,639
372-54910-146-000-0000	CAPITAL OUTLAY	-	275,779	275,779
372-54910-353-000-0000	CAPITAL OUTLAY	-	2,757,793	2,757,793
372-54910-748-000-0000	CAPITAL OUTLAY	-	-	-
372-57400-748-000-0000	LAND ACQUISITION	-	855,461	855,461
372-57600-000-000-5502	CONSTRUCTION COSTS	-	1,678,562	1,678,562
	TOTAL EXPENDITURES	-	5,776,234	5,776,234
Fund number: 371	2024 CERTIFICATES OF OBLIGATION	-	3,561,257	3,561,257
	ENDING FUND BALANCE	-	3,561,257	3,561,257
Outstanding Encumbrances:				
372-54910-146-000-0000	ABC AUTOMOTIVE BUSINESS	<i>HYDRAULIC LIFT STATION</i>	PO 24073	
372-54910-146-000-0000	COOPER EQUIPMENT	<i>DYNAPAC ROLLER</i>	PO 24133	
372-54910-146-000-0000	NATIONAL EQUIPMENT DEAL	<i>ANTI ICER</i>	PO 24154	13,975
372-54910-353-000-0000	SIDDONS MARTIN	<i>LADDER TRUCK AND PUMPER</i>	PO 24079	90,917
372-57600-000-000-5502	D&D CONTRACTORS	<i>BOLTON, DEAN AND LOWER SEGUIN</i>	PO 24083	2,297,368
	Total Encumbrances			<u>2,402,260</u>
	Remaining funds			1,158,997

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
2012 REVENUE BONDS		12	13	14
	BEGINNING FUND BALANCE	-	1,323,831	-
531-35100-000-000-0000	· INTEREST	441,216	45,882	487,098
531-35150-000-000-0000	· UNREALIZED GAIN/LOSS ON INVEST	221	-	221
531-35250-000-000-0000	· NET BOND PROCEEDS	8,000,000	-	8,000,000
	TOTAL REVENUES	8,441,437	45,882	8,487,319
531-54916-000-000-2006	· WATER LINE PROJECTS	-	-	-
531-57400-000-000-224B	· LAND ACQUISITION	21,900	-	21,900
531-57400-000-000-3033	· LAND ACQUISITION	13,779	-	13,779
531-57500-000-000-224A	· ENGINEERING SERVICES	25,224	-	25,224
531-57500-000-000-224B	· ENGINEERING SERVICES	47,500	-	47,500
531-57500-000-000-225A	· ENGINEERING SERVICES	165,000	-	165,000
531-57500-000-000-225B	· ENGINEERING SERVICES	58,500	-	58,500
531-57500-000-000-225C	· ENGINEERING SERVICES	93,600	-	93,600
531-57500-000-000-2028	· ENGINEERING SERVICES	25,066	-	25,066
531-57500-000-000-3034	· ENGINEERING SERVICES	24,897	-	24,897
531-57500-000-000-3035	· ENGINEERING SERVICES	76,375	-	76,375
531-57500-000-000-3036	· ENGINEERING SERVICES	-	16,158	16,158
531-57600-000-000-224A	· CONSTRUCTION COSTS	433,689	-	433,689
531-57600-000-000-224B	· CONSTRUCTION COSTS	31,432	-	31,432
531-57600-000-000-224D	· CONSTRUCTION COSTS	170,000	-	170,000
531-57600-000-000-225A	· CONSTRUCTION COSTS	2,088,254	-	2,088,254
531-57600-000-000-225B	· CONSTRUCTION COSTS	763,800	-	763,800
531-57600-000-000-225C	· CONSTRUCTION COSTS	1,127,215	-	1,127,215
531-57600-000-000-2028	· CONSTRUCTION COSTS	240,266	-	240,266
531-57600-000-000-3033	· CONSTRUCTION COSTS	1,655,648	-	1,655,648
531-57600-000-000-5056	· CONSTRUCTION COSTS	55,461	-	55,461
	TOTAL EXPENDITURES	7,117,605	16,158	7,133,763
Fund number: 531	2012 REVENUE BONDS	1,323,831	29,725	1,353,556
	ENDING FUND BALANCE	1,323,831	1,353,556	1,353,556

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
<u>2019 CERTIFICATES OF OBLIGATION - UTILITY</u>				
	BEGINNING FUND BALANCE	-	1,581,482	-
532-35100-000-000-0000	INTEREST	85,967	68,251	154,217
532-39350-000-000-0000	NET BOND PROCEEDS	1,500,000	-	1,500,000
532-37000-000-000-0000	INTERGOVERNMENTAL - TXDOT	2,036,873	-	2,036,873
	TOTAL REVENUES	3,622,840	68,251	3,691,091
532-57400-000-000-5055	LAND ACQUISITION	154,606	-	154,606
532-57400-000-000-5065	LAND ACQUISITION	9,065	-	9,065
532-54954-000-000-0000	CAPITAL OUTLAY	173,336	-	173,336
532-57500-000-000-5055	ENGINEERING SERVICES	99,557	-	99,557
532-57600-000-000-5055	CONSTRUCTION COSTS	1,604,795	-	1,604,795
	TOTAL EXPENDITURES	2,041,358	-	2,041,358
Fund number: 532	2019 CERTIFICATES OF OBLIGATION - UTILITY	1,581,482	68,251	1,649,732
	ENDING FUND BALANCE	1,581,482	1,649,732	1,649,732
<u>Outstanding Encumbrances:</u>				
532-57500-000-000-5055	Westwood Professional Services	PO 24167		47,000
	Total Encumbrances			<u>47,000</u>
	Remaining funds			1,602,732

ACCOUNT NUMBER	DESCRIPTION	INCEPTION THROUGH FY 23	FY 24 7/31/2024	TOTAL PROJECT TO DATE
<u>2021 EDC REVENUE BONDS</u>				
	BEGINNING FUND BALANCE	-	404,638	-
870-35100-000-000-0000	INTEREST	24,074	19,022	43,096
870-35350-000-000-0000	BOND PROCEEDS	4,125,000	-	4,125,000
	TOTAL REVENUES	4,149,074	19,022	4,168,096
870-52710-000-000-0000	PROFESSIONAL SERVICES	46,874	8,600	55,474
870-54900-000-000-0000	NON-CAPITAL OUTLAY	1,268	-	1,268
870-54925-000-000-0000	LAND ACQUISITION	3,595,144	-	3,595,144
870-55005-000-000-0000	BOND ISSUANCE COST	101,150	-	101,150
	TOTAL EXPENDITURES	3,744,436	8,600	3,753,036
Fund number: 870	2021 EDC REVENUE BONDS	404,638	10,422	415,060
	ENDING FUND BALANCE	404,638	415,060	415,060
<u>Outstanding Encumbrances:</u>				
870-52710-000-000-0000	Colliers Engineering	PO 24157		6,750
	Total Encumbrances			<u>6,750</u>
	Remaining funds			408,310



City Council Regular Meeting Staff Report

D. Approval and authorizing the City Manager to execute a work order with Colliers Engineering to provide services for FY 25 in the amount of \$100,000.

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Consent Agenda - Consent Items (General Items) Item: 8D.
From	
Kelsee Jordan Lee, Planning & Economic Development Director	

PRIOR CITY COUNCIL ACTION:

Approval of a master professional services agreement with Colliers Engineering (contract #23-160-09-A).

BACKGROUND:

The City of Cibolo currently has a master professional services agreement with Colliers Engineering (contract #23-160-09-A) related to City Engineer Services and On-Call Civil Engineering Services. This item is consideration of a work order specific to services that will be provided for FY 25.

As the City of Cibolo continues to grow and experiences increased development, the need for comprehensive reviews of engineering components of development applications is crucial. These reviews ensure that new developments adhere to City standards and regulations such as platting, site planning, traffic, and drainage. The City does not currently have a professional engineer on staff to handle the technical review of these applications. Contracting with a third-party engineering firm allows the City to leverage the specialized expertise of multiple engineering professionals without the long-term costs of adding full-time employees to the City's payroll.

The City Council approved \$115,000.00 in Professional Services for the Development Services Fund for FY 25. This work order request is for an initial \$100,000.00. A majority of the cost that the City of Cibolo pays for City Engineering services is recouped through revenue generated from application fees that are paid to the City at the beginning of the development review process.

STAFF RECOMMENDATION:

Staff recommends approval of the work order.

FINANCIAL IMPACT:

\$100,000.00 from the Professional Services line of the Development Services Fund. There is currently \$115,000.00 budgeted in the Development Services Fund. Additional work orders can be created should the additional \$15,000.00 be needed before the end of the Fiscal Year. As a point of information, for FY 24, \$96,112.58 has been paid for City Engineer services to date. Staff anticipate a similar cost for FY 25.

MOTION(S):

1. I move to approve authorizing the City Manager to execute a work order with Colliers Engineering to provide City Engineering services for FY 25 in the amount of \$100,000.00.
2. I move to approve authorizing the City Manager to execute a work order with Colliers Engineering to provide City Engineering services for FY 25 in the amount of \$100,000.00 with amendments.
 - Please state in the record any amendments to the work order.
3. I move to deny authorizing the City Manager to execute a work order with Colliers Engineering to provide City Engineering services for FY 25 in the amount of \$100,000.00.
 - Please state in the record the reason for denial.

Attachments

[FY2025 On-Call City Engineering Services Proposal](#)

[240926- ATTACHMENT B](#)

[CONTRACT 23-160-09-A CITY ENGINEER SERVICES AND ON-CALL CIVIL ENGINEERING SERVICES](#)

September 12, 2024

City of Cibolo
Attn.: Kelsee Jordan Lee
Director of Planning and Economic Development
201 W. Loop 539
Cibolo, Texas 78108

Proposal for Professional Services
FY2025 On-Call City Engineering Services - Planning Department
Colliers Engineering & Design Proposal No.: CIBP0005P

Dear Ms. Lee,,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide professional services as an On-Call City Engineer for Planning Department in City of Cibolo, Texas for FY2025.

This proposal is divided into two sections as follows:

- Section I** – Scope of Services
- Section II** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

City Engineering Services

This task includes general engineering services required under the duties of City of Engineer and Floodplain Administrator. This task includes participation in City Council Meetings and other meetings as requested by Planning Department. We will assist in developing scoping documents for CIP projects and review CIP plans under this task. We will also perform Floodplain Administration task such as floodplain permit review and violation investigation. Other general engineering task not covered under any other task order will be completed under this scope of services. Where deemed appropriate, new task orders will be prepared for projects of more significant complexity and/or size. For example, the design of a water main extension or street improvements would be prepared under a separate task order, instead of general engineering services.

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
City Engineering Services	\$100,000.00

Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

General Engineering Services for Planning Department does not include services already covered by existing task orders. If an item listed therein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section II, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.



Christopher Otto, P.E., CFM
Regional Discipline Lead – Municipal

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. 23-160-09-A , between the City and Consultant effective July 26 , 2024.

Work Order Date: September 26, 2024

CONSULTANT: Colliers Engineering and Design

Consultant Project Manager: Christopher Otto

City Point of Contact: Kelsee Jordan Lee

Type of Compensation: Hourly

Compensation: \$100,000

Description of Services: On-Call Engineering Services - Planning Department

Deliverables: See Attached.

Schedule Requirements:

Commence Services: October 1, 2024

Completion of Services: September 30, 2025

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CONSULTANT:

CITY OF CIBOLO

Colliers Engineering & Design

By: _____

By:  _____

Name: Wayne Reed

Name: Christopher Otto, P.E, CFM

Title: City Manager

Title: Regional Discipline Lead



City of Cibolo
200 South Main Street
Cibolo, Texas 78108

**STANDARD FORM OF AGREEMENT
MASTER PROFESSIONAL SERVICES**

**CITY ENGINEER SERVICES AND ON-CALL CIVIL
ENGINEERING SERVICES**

CONTRACT # 23-160-09-A

**MASTER PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 23-160-09-A**

This Contract is between the **City of Cibolo**, a Texas home-rule municipal corporation, (the “City”) and **Colliers Engineering & Design** (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

City and Consultant are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

The Parties hereby agree as follows:

**ARTICLE 1
SCOPE OF SERVICES**

1.1 Consultant agrees to perform professional services (the “Services”) related to **City Engineer Services and On-Call Civil Engineering Services** as are requested from time to time by City, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as **Attachment B**, issued from time to time by City and accepted by Consultant. Each Work Order shall constitute a separate and independent agreement between Consultant and City.

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of Consultant, returned to City and countersigned by City. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by City and Consultant. The Consultant shall review the Work Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Work Order for City’s authorization. City Manager may also issue oral Work Orders to which Consultant will respond with a written proposal. Upon receipt of City’s written acceptance. The Consultant shall commence the Work as detailed on the Work Order.

1.3 All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work

Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate City to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

1.5 Consultant agrees to execute any and all certificates and/or documents as may reasonably be required by City, provided same is not in conflict with this Contract, unless excepted by Consultant in writing.

1.6 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's Services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Contract. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement. Consultant shall designate a full-time employee contact for each Work Order to act as the project manager (the "Consultant Project Manager") issued by and under this Contract for consultation throughout the Work Order. Any replacement of that Consultant Project Manager shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

1.7 Consultant shall be responsible for the coordination of its Services with those of its Subconsultant, the City, and the City's Consultants. Consultant shall be responsible for the completeness and accuracy of all Work Product submitted by or through Consultant and for its compliance with all applicable local, state and federal rules, regulations, ordinances and codes, life safety codes, building codes, zoning codes, and accessibility requirements and codes, including, but not limited to the provisions of the Americans with Disabilities Act, the *Texas Accessibility Standards of the Architectural Barriers Act* located at Chapter 469 of the Texas Government Code, the Federal Fair Housing Amendment Act, and all other regulatory requirements, laws, standards, codes and statutes related to the Services. Upon receipt from the City, the Consultant shall review any services or information furnished by the City and the City's Consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

1.8 This Agreement is made using federal assistance provided to the CITY OF CIBOLO by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). **Colliers Engineering & Design** agrees to comply with AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM attached hereto as ATTACHMENT 1 and incorporated by reference for all purposes herein. Violations of any term contained therein shall be considered a material breach of this Agreement"

ARTICLE 2 TERM OF AGREEMENT

2.1 This Agreement shall be effective from the date first set forth above and shall continue without action by either Party for a term of three (3) years from the date first set forth above or through completion of the Work for all approved Work Order(s) unless terminated earlier in writing in accordance with Article 12.

2.2 Notwithstanding the foregoing Paragraph 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause and City shall have the right to terminate any Work Order for convenience.

2.3 Without limiting the generality of the foregoing Paragraph 2.2, Consultant's obligations under Articles 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3 COMPENSATION AND PAYMENT

3.1 City agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of **Attachment A**, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, Consultant shall submit an invoice to City, together with backup documentation required by City and releases and waivers in forms acceptable to City, covering all Services performed under any Work Order by Consultant and its subconsultants, subcontractors and suppliers during the preceding calendar month. Consultant shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested pursuant to each such Work Order, (iv) the amount previously paid pursuant to each such Work Order, (v) descriptions of Services performed during the prior month pursuant to each such Work Order, and (vi) the total payment requested by such invoice. Pursuant to The Texas Prompt Pay Act (Texas Government Code 2251.021) payments terms are NET thirty (30) days from date of invoice. If City objects to all or any portion of an invoice, it will notify Consultant of the same within twenty one (21) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the Parties shall make every effort to settle the disputed portion

of the invoice. Interests and Consultant's right to suspend performance will be governed by Texas Prompt Pay Act.

3.3 City shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect City from loss or expected loss because of:

- (a) services that are not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;
- (b) third party suits, stop notices, claims or liens arising out of Services performed for which Consultant is responsible pursuant to this Agreement and asserted or filed against City or any of its property or portion thereof or improvements thereon provided that Consultant fails to provide City with sufficient evidence that Consultant's insurance is adequate or shall cover the claim(s);
- (c) uninsured damage to any Indemnitee (hereinafter defined) which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or
- (d) any failure of Consultant to pay any subcontractor, subconsultant, or supplier of Consultant the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. Consultant will not include in its billings to City any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

Any failure by City to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of City's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 3.3(a) through (d) above have not occurred.

3.4 Consultant agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from City, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by Consultant out of such payment made to Consultant by City. Provided that City is not in breach of its payment obligations hereunder, Consultant shall ensure that the Project site remains free from all liens and claims by its consultants. If City receives notice of a lien claim, or a claim for non-payment, from any of Subconsultants, City may, in its sole discretion, directly pay any such Subconsultant. If City pays the Subconsultant, the amount paid for the claim and any expenses, including

reasonable attorneys' fees, incurred by City shall be deducted from Consultant's next payment. Further, provided that City has paid Consultant in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT SHALL DEFEND AND INDEMNIFY CITY FROM AND AGAINST ANY CLAIMS FOR PAYMENT ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY AGAINST CITY, ITS PROJECT OR PROPERTY OR CONSULTANT.

ARTICLE 4
STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; LEGAL COMPLIANCE; THIRD PARTY REVIEW

4.1 Pursuant to Texas Local Government Code §271.904(d), Consultant shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order: (a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineers (collectively, the Consultant's "Standard of Care").

4.2 Consistent with its Standard of Care, Consultant shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep City apprised of the status of Services, coordinate its activities with City, and accommodate other activities of City at sites that Services impact. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but shall not assume control of or responsibility for the site. The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing Services. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons. Provided however, that to the extent such Work Order or Services are to be performed for or on an active construction project, construction contractors of City shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with City. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, Consultant shall notify City if it observes violations of safety regulations or ordinances or quality of work deficiencies by City's construction contractors to the extent Consultant becomes actually aware of same or Consultant should have known if practicing Consultant's Standard of Care. Consultant shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that Consultant provides to City any estimate of costs associated with construction, any such estimate shall be developed in accordance with Consultant's Standard of Care, but it is recognized by the Parties that neither Consultant nor City has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from City's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by Consultant.

4.5 Consultant hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

- (a) With respect to providing Services hereunder, Consultant shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
- (b) Pursuant to Texas Local Government Code Chapter 176, Consultant shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Consultant submits this signed Agreement to City. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If Consultant certifies that there are no Conflicts of Interest, Consultant shall indicate so by writing name of Consultant's firm and "No Conflicts" on the TEC Form CIQ.
- (c) If Consultant is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, Consultant shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to City at the time Consultant submits this signed Agreement to City. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. Consultant agrees and acknowledges that this Agreement shall be of no force and effect unless and until Consultant has submitted said form to City, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.
- (d) As required by Chapter 2271, Texas Government Code, Consultant hereby verifies that Consultant, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

- (e) Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
- (f) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.
- (g) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Consultant hereby verifies that Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm entity or trade association” in this paragraph shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.
- (h) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature, Regular Session), as amended, and to the extent this Agreement grants to Consultant direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Consultant verifies that neither Consultant, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term “critical infrastructure” in this paragraph shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

4.6 Consultant acknowledges and agrees that projects of City may be subject to review and approval by other third parties. Accordingly, as and when requested by City, Consultant shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 Consultant does not represent Work Product to be suitable for use or reuse on any other project or for any other purpose(s). If City use or reuses any Work Product without Consultant's specific written verification or adaptation, such use or reuse will be at the risk of City, without liability to Consultant.

4.8 Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

4.9 Conflicts of Interest Prohibited. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement or any Work Order. If Consultant maintains or acquires a conflicting interest, any contract or Work Order with the City (including this Agreement) involving Consultant's conflicting interest may be terminated by the City. The Consultant shall take appropriate steps to ensure that neither the Consultant nor any Staff is placed in a position where, in the reasonable opinion of the City, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the City under the provisions of the Contract. The Consultant will disclose to the Authority full particulars of any such conflict of interest which may arise. By means of example only, and not limitation, it shall be a potential conflict of interest if Consultant provides plan review services on any land development, where Consultant has been involved in the preparation of the current or prior plan proposed to be developed in the City to ensure that such conform to codes adopted by the City; or has been involved in the preparation of a plan adjacent or abutting a development for which the City has requested Plan Review Services.

4.9.1 Notice of Potential Conflict. Consultant shall notify City in writing prior to accepting any Work Order, or beginning Services on any assignment or task under a Work Order for which Consultant believes there is or may be an actual or potential conflict of interest due to Engineer's professional services to third parties. If any such actual or potential conflict of interest arises under this Agreement, Consultant shall immediately inform the City in writing of such conflict. The Consultant shall not receive any compensation, and Consultant waives the same, in connection with any work, Services or other activities of the Consultant for Service provided where a conflict of interest exists, unless notice is provided as required herein. As used herein a conflict of interest.

4.9.2 Termination for Material Conflict. If, in the reasonable judgment of the City after receiving notice required in 4.9.1 or otherwise, such conflict poses a material conflict to and with the performance of Consultant's obligations under this Agreement, then the City may terminate the Agreement for convenience immediately upon written notice to Consultant; such termination of the Agreement or any Worker shall be effective upon the receipt of such notice by Consultant.

4.10 Minimize Interruption. It should be understood that City's water and wastewater distribution systems must function during the Contract period with a minimum of inconvenience to City. Requirements of the: Texas Commission on Environmental Quality (TCEQ); Texas Railroad Commission (TRC); and the State and federal regulatory agencies having jurisdiction over the Project site, must be met by Consultant. It is therefore incumbent on Consultant to plan ahead in design and Services on the basis of integrating any demolition, installation, construction and implementation program as far as possible into the normal operating sequence of the various utility systems to avoid or minimalize disruption of services. No departure from the normal operating sequence of the utility systems will be allowed, except with the specific advanced written agreement of City, and Consultant's design specifications and drawings should include provisions requiring the same.

ARTICLE 5 COST RECORDS

5.1 Consultant shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant shall maintain records of direct costs for which City is charged. City shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. City's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third-party charges only. Except to the extent audit rights are granted to City by applicable law, City shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

ARTICLE 6 OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, deliverables, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by Consultant, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of City are and shall remain City's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of Consultant, its subconsultants, subcontractors, and/or suppliers ("Consultant Proprietary Information"). To this end, Consultant agrees to and does hereby assign, grant, transfer, and convey to City, its successors and assigns, Consultant's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Consultant confirms that City and its successors and assigns shall own Consultant's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, Consultant hereby grants City a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with City's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of City or otherwise in connection with property or projects in which City has an interest (whether by City or a third party). Consultant shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by Consultant only with respect to the Project in connection with which such Work Product was created and is not to be used on any other project. Consultant and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or

distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of City's copyright or other reserved rights. Consultant agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. Consultant shall deliver all copies of the Work Product to City upon the earliest to occur of City's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. Consultant is entitled to retain copies of Work Product for its permanent Project records. Any use or reuse of CONSULTANT's Documents by CITY for projects they were not intended and/or without the professional involvement of CONSULTANT shall be at CITY's sole risk without liability to CONSULTANT.

6.2 Consultant agrees that all information provided by City in connection with Services shall be considered and kept confidential ("Confidential Information"), and shall not be reproduced, transmitted, used, or disclosed by Consultant without the prior written consent of City, except as may be necessary for Consultant to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by Consultant otherwise known by Consultant by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to Consultant;
- (c) subsequently is developed independently by Consultant, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of Consultant's being a Party to this Agreement;
- (d) becomes known or available to Consultant from a source other than City and without breach of this Agreement by Consultant or any other impropriety of Consultant;
- (e) enters the public domain without breach of the Agreement by or other impropriety of Consultant;
- (f) becomes available to Consultant by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of City;
- (h) with the exception of trade secrets, was exchanged between City and Consultant and ten (10) years have subsequently elapsed since such exchange; or

- (i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 Consultant shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as Consultant normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 Consultant will advise City of any patents or proprietary rights and any royalties, licenses, or other charges which Consultant knows or should know in the exercise of its Standard of Care impacts any design provided by Consultant in connection with any Services and obtain City's prior written approval before proceeding with such Services. Consultant shall not perform patent searches or evaluation of claims, but will assist City in this regard if requested, pursuant to a written change order in accordance with Paragraph 12.1, below. There will be no charge for Consultant's existing patents.

6.5 Public Records. Notwithstanding any provisions of the Agreement to the contrary, Consultant understands that the City will comply with the Texas Public Information Act, Tex. Gov't. Code Ch. 552. If contacted by the City, Consultant will cooperate with the City in the production of documents responsive to the request. Consultant agrees to provide the documents responsive to the request in the format and within the time frame specified by the City. Consultant may request that City seek an opinion from the Office of the Attorney General of Texas. However, the final decision whether to seek a ruling from the Office of the Attorney General of Texas will be made by the City in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, Consultant will notify the City's general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with the Agreement and/or any amendment to the Agreement. The Agreement and/or any amendment to the Agreement and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. Consultant agrees to maintain the confidentiality of information received from the City during the performance of the Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, Consultant is required to make any information created or exchanged with the State pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public, as specified by the City, at no additional charge to the City. Notwithstanding the foregoing, City acknowledges that one or more of Consultant's affiliates is a registered investment adviser and that Consultant may be subject to routine examinations, investigations, regulatory sweeps or other regulatory inquiries by applicable regulatory and self-regulatory authorities. City agrees that Consultant may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at City, Consultant will notify City (to the extent not prohibited by such

authority or examiner or by applicable rule, regulation or law) as promptly as practicable following such request. City acknowledges that Consultant's review of the Confidential Information will inevitably enhance Consultant's knowledge and understanding of City's business in a way that cannot be separated from Consultant's other knowledge, and City agrees that this Agreement shall not restrict Consultant in connection with the purchase, sale, consideration of, and decisions related to other investments.

ARTICLE 7 INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. Consultant shall not be considered a partner, affiliate, agent, or employee of City and shall in no way have any authority to bind City to any obligation.

ARTICLE 8 WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with Consultant's Standard of Care, City, in its sole discretion, may: (1) direct Consultant to re-perform and Consultant shall re-perform such Services at its own expense, and as expediently or in the manner required for City's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and Consultant agrees to pay City's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by City as a result of such default. The obligations of Consultant under this Paragraph 8.1 are in addition to other rights and remedies of City available to it pursuant to this Agreement or applicable law.

8.2 Consultant agrees to assign City the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by Consultant hereunder and cooperate and assist City in City's enforcement thereof. Consultant's responsibility with respect thereto is limited to such assignment, cooperation, and assistance. The representations and warranties of Consultant under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and Consultant makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and Consultant shall have no liability to City based upon any theory of liability that any such other warranty was made or breached.

ARTICLE 9 INDEMNIFICATION

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS CITY AND EACH OF ITS COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS,

EMPLOYEES, AND VOLUNTEERS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "CITY INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES THAT ARISE FROM OR RELATE TO PERFORMANCE OF THE SERVICES OR THIS CONTRACT TO THE PROPORTIONATE EXTENT:

- (1) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS CONTRACT, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;**
- (2) CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE, BY CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;**
- (3) CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING ACTUAL OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL;**
- (4) DUE TO THE FAILURE OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT WITH CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR**
- (5) OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT, INCLUDING SUCH CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF THIRD-PARTY TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL.**

NOTHING CONTAINED IN THIS SECTION 9.1 SHOULD BE CONSTRUED TO REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS CITY OR ANY INDEMNITEES FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CITY OR INDEMNITEES SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE §271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE §130.002(B)). . NOTHING IN THIS ARTICLE 9 IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER ARTICLE 11 HEREOF OR THE INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

9.3 Consultant shall procure liability insurance covering its obligations under this section.

9.4 It is mutually understood and agreed that the indemnification provided for in this section 9 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

9.5 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Section 9.1, and any Additional Insured requirements under Article 11, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE 10 LIMITATION OF LIABILITY

10.1 SUBJECT TO 10.2, BELOW, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

10.2 EXCLUSIONS FROM WAIVER. NOTWITHSTANDING ANYTHING CONTAINED IN SECTION 10.1 ABOVE, CITY AND CONSULTANT MUTUALLY AGREE THAT THE FOLLOWING LIABILITIES,

OBLIGATIONS AND DAMAGES ARE SPECIFICALLY EXCLUDED FROM ANY WAIVER OF CONSEQUENTIAL DAMAGES SET FORTH IN SECTION 10.1:

- 10.2.1. CONSULTANT'S OBLIGATION TO INDEMNIFY OWNER OR OTHER INDEMNITEES UNDER SECTION 9.1 FOR CONSEQUENTIAL DAMAGES ARISING OUT OF CLAIMS (A) ASSERTED UNDER SECTION 9.1 AND 9.2 AND (B) SUFFERED BY THIRD PARTIES WITH RESPECT TO CLAIMS COVERED BY CONSULTANT'S INDEMNIFICATION OBLIGATIONS;**
- 10.2.2. A PARTY'S WAIVER IN SECTION 10.1 WILL NOT APPLY TO THE EXTENT ITS EFFECT WOULD BE TO LIMIT THE OBLIGATION OF AN INSURER TO PAY INSURANCE PROCEEDS THAT WOULD, BUT FOR THE OPERATION OF SUCH WAIVER, BE PAYABLE BY THAT INSURER;**
- 10.2.3. ANY DIRECT OR "NON-CONSEQUENTIAL" DAMAGE(S) INCURRED BY OWNER OR CONSULTANT;**
- 10.2.4. COSTS OF CORRECTIVE OR COMPLETION WORK CAUSED BY OR RESULTING FROM THE CONSULTANT'S FAILURE TO COMPLY WITH THE REQUIREMENTS IMPOSED ON THE CONSULTANT BY THIS AGREEMENT OR ANY WORK ORDERS ISSUED THEREUNDER;**
- 10.2.5. FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY;**
- 10.2.6. GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONSULTANT OR ITS SUBCONSULTANTS, THEIR EMPLOYEES OR ANY FOR WHOM THEY ARE RESPONSIBLE.**

10.3 THE PARTIES AGREE THAT NEITHER PARTY'S INDIVIDUAL EMPLOYEES, OFFICERS, ELECTED OFFICIALS, DIRECTORS OR PRINCIPALS SHALL BE SUBJECT TO ANY PERSONAL LIABILITY AS A RESULT OF OR IN CONNECTION WITH THE CONTRACT OR ANY WORK ORDER FOR SERVICES HEREUNDER, EXCEPT AS REQUIRED UNDER THE TEXAS OCCUPATIONS CODE § 1051. IN CASES INVOLVING THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CITY'S, OR CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS OR PRINCIPALS, THE FOREGOING LIMITATION SHALL NOT APPLY AND THE OTHER PARTY SHALL BE ENTITLED TO ALL AVAILABLE REMEDIES AT LAW OR IN EQUITY.

**ARTICLE 11
INSURANCE**

11.1 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below.

Each Subconsultant must provide Worker's Compensation/Employer's liability, Professional Liability, CGL, and Automobile Liability coverage with equal limits as Consultant; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each Subconsultant's operations but, if such adjustment is requested, it must be submitted to City for approval before the Consultant enters into an agreement or any work commences under the agreement in question.

During the term of the Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.2 Types. Consultant shall have the following types of insurance:

11.2.1 Commercial General Liability.

11.2.2 Business Automobile Liability.

11.2.3 Workers Compensation/Employer's Liability

11.2.4 Professional Liability.

11.3 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Attachment C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.4 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

11.4.1 Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.

11.4.2 Deductibles shall be listed on the Certificate of Insurance.

11.4.3 "Claims made" policies will not be accepted, except for Professional Liability insurance.

11.4.4 Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of Cibolo.

11.4.5 The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.4.6 Additional Insured Status. To the fullest extent permitted under Texas law City, and Indemnitees, shall be included as additional insureds on each CGL policy

procured by Consultants and Subconsultants using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage. Such parties shall also be included as additional insureds on all other policies procured by Consultant and Subconsultants except Worker's Compensation/Employer's Liability and Professional Liability with endorsements approved by City. Notwithstanding anything to the contrary, such additional insured coverage shall not exceed that allowed under Texas law.

11.5 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

- 11.5.1 Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- 11.5.2 Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- 11.5.3 No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- 11.5.4 The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- 11.5.5 The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.6 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.7 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "Consultant" as identified in this Contract:

- 11.7.1 Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas

Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy; either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

11.7.2 The workers' compensation/employer's liability insurance shall include the following terms:

11.7.2.1 Employer's Liability limits of \$1,000,000 for each accident is required.

11.7.2.2 "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

11.7.2.3 Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

11.7.3 Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

11.7.3.1 Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted

directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. 'Services' include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 11.7.3.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 11.7.3.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 11.7.3.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.7.3.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.7.3.5.1 a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.7.3.5.2 no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 11.7.3.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 11.7.3.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 11.7.3.8 The Contractor shall post on each project site a notice, in the text, form

and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.7.3.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 11.7.3.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 11.7.3.9.2 provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 11.7.3.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 11.7.3.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
 - 11.7.3.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and
 - 11.7.3.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 11.7.3.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 11.7.3.9.6 notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.7.3.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for

whom they are providing services.

11.7.3.9.8 By signing this Contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.7.3.9.9 The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor that entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

11.8 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) **Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.**
- (b) Minimum of \$2,000,000 per claim and \$5,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of Cibola when requested.
- (c) Professional liability coverage will be obtained and maintained by Consultant and Subconsultant with policy limits set forth above to insure from and against all negligent acts, errors, and omissions in the professional services performed by them, and their agents, representatives, employees, and Subconsultants. Coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project. Policies shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or Subconsultants; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; or (vi) design services. All policies shall be maintained until all claims arising out of the services provided by each entity are barred by the statute of repose under Texas law. Coverage under any renewal policy form shall include a retroactive date that

precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

- (d) Retroactive date must be shown on certificate.

ARTICLE 12

CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 City may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of Consultant, shall impact Consultant's compensation or schedule, then (a) such changes shall be authorized by written change order issued by City and accepted by Consultant, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 City may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, City shall have the right but not the obligation to assume all obligations and commitments that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and City shall pay Consultant, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided City has pre-approved such costs. Consultant shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, Consultant shall invoice City for all services performed by Consultant prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by City and City's receipt of all Work Product. Consultant shall include a similar provision allowing for termination for convenience on similar terms in all its lower-tier subcontracts.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that City terminates this Agreement or any Work Order for cause, Consultant shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to City's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, Consultant is declared in default and/or terminated by City under any Work Order with City, City shall have the right to offset and apply any amounts which might be owed to City by Consultant against any earned but unpaid amounts owed to Consultant by City under any Work Order. In the event any Work Order is terminated by City, Consultant shall promptly deliver to City all Work Product with respect to such terminated Work Order.

12.4 The City may, without cause, order the Consultant in writing to suspend, delay, or interrupt this Agreement or any Work Order in whole or in part for such period of time as the City may determine. Upon receipt of such notice, the Consultant shall, unless the notice requires otherwise, immediately discontinue Services on the date and to the extent specified in the notice. The Consultant shall be compensated for Services performed prior to notice of such suspension. When the services under this Contract are resumed, the Consultant shall be compensated for expenses directly and necessarily incurred in the interruption and resumption of the Consultant's services, without markup.

12.5 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the Parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:

City of Cibolo

**Attn: Wayne Reed
200 South Main Street
Cibolo, Texas 78108**

Consultant:

Colliers Engineering & Design

**Attn: Christopher Otto
3421 Paesanos Parkway
San Antonio, Texas 78231**

**ARTICLE 13
FORCE MAJEURE**

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of Consultant contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. "Force Majeure" shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by Consultant and (ii) prevents the performance of Services.

13.2 If Consultant is affected by Force Majeure, Consultant shall promptly provide notice to City, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five days after Consultant first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on Consultant's ability to communicate with City. Consultant shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14
SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 City and Consultant bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by Consultant or City without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which Consultant has elected to subcontract, Consultant will notify City in writing of the identity of the particular subcontractor, subconsultant or supplier Consultant intends to employ for the performance of such part of the Services and the scope of Services it will perform. City shall have the right within twenty-one (21) calendar days of such written notice to disallow Consultant's employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by Consultant as a result of such disallowance shall be borne by City.

ARTICLE 15
SEVERABILITY; NON-WAIVER

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect. The Parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the Parties.

15.2 Failure by City in any instance to insist upon observance or performance by Consultant of any term, condition or obligation of this Agreement shall not be deemed a waiver by City of any such observance or performance. No waiver by City of any term, condition, obligation or breach of this Agreement will be binding upon City unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by City to Consultant with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

ARTICLE 16
LICENSE REQUIREMENTS

16.1 The Consultant and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17
ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18
GOVERNING LAW; VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Guadalupe County, Texas.

ARTICLE 19
DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which City and Consultant have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of Consultant shall meet with the City Manager of City at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Rules. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Guadalupe County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to San Antonio, Texas.

19.2 Any dispute arising out of or relating to this Agreement or any Work Order or any Services not resolved pursuant to Article 19.1, shall be resolved, by litigation in a court of competent jurisdiction.

19.3 Notwithstanding the foregoing, in the event City and any other consultant and/or any contractor are involved in a dispute in connection with a project for which Consultant has provided Services, and City, in its sole discretion, determines that Consultant's participation in any dispute resolution meeting or mediation proceeding between City and any such consultant and/or contractor is necessary to the resolution of such dispute, Consultant agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

19.4 If Consultant brings any claim against City and Consultant does not prevail with respect to such claim, Consultant shall be liable for all attorneys' fees and costs incurred by City as a result of such claim.

ARTICLE 20 ELECTRONIC SIGNATURES; COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of City, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of City regarding electronic signatures shall apply.

ARTICLE 21 PUBLICITY

21.1 Neither Consultant nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of City, unless such materials have first been reviewed and approved in writing by City. This provision shall not apply to mandatory reports which Consultant or its subconsultants are required by law to file with governmental authorities.

ARTICLE 22 GENERAL TERMS

22.1 **Cumulative Mutual Remedies.** In the event of default by a Party herein, the other Party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

22.2 State or Federal Laws. This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

22.3 No Third Party Beneficiary. The Parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:

CITY:

Colliers Engineering & Design

City of Cibola

DocuSigned by:
Christopher Otto
By: _____
Name: Christopher Otto
Title: Geographic Discipline Lead
Date: 12/20/2023

DocuSigned by:
Wayne Reed
By: _____
Wayne Reed
City Manager
Date: 12/20/2023

ATTEST:

ATTEST:

DocuSigned by:
Christopher Otto

DocuSigned by:
Wayne Reed

ATTACHMENT A

Compensation terms for cost reimbursable and lump sum Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, City will compensate Consultant on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

3.50 for professional and non-professional staff working at Consultant or its subcontractor, subconsultant, or vendor offices.

3.50 for professional and non-professional staff working in the field during construction or at City offices for a minimum period of six (6) consecutive months.

3.50 for construction inspectors working in the field.

(b) EXPENSES

“Billable Expenses” include all costs and expenses directly attributable to performance of the services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). “Billable Expenses” include: subconsultants; travel expenses to and from locations outside Guadalupe and Bexar County; and copies of all deliverables submitted to City. All local vehicle use outside Guadalupe and Bexar Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. LUMP SUM COMPENSATION

City will compensate Consultant on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. City may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a) above. Consultant will submit and City will pay monthly invoices based on the mutually agreed upon percentage of the Project completed.

ATTACHMENT B

This Work Order is issued subject to, is governed by and incorporates by reference that certain Master Professional Services Agreement, Contract No. **23-160-09-A** , between the City and Consultant effective _____, 2023.

Work Order Date: _____

CONSULTANT: _____

Consultant Project Manager: _____

City Point of Contact: _____

Type of Compensation: _____

Compensation: _____

Description of Services: _____

Deliverables: See Attached.

Schedule Requirements: Commence Services: _____

Completion of Services: _____

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

CITY:

CITY OF CIBOLO

CONSULTANT:

Colliers Engineering & Design

By: _____

Name: Wayne Reed

Title: City Manager

By: _____

Name: _____

Title: _____

**ATTACHMENT C
CERTIFICATE OF INSURANCE**

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 18000 Horizon Way Mount Laurel, NJ 08054	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: somersetclsupport@mma-ne.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Colliers Engineering & Design Inc dba Maser Consulting* 101 Crawfords Corner Road, Suite 3400 Holmdel, NJ 07733	INSURER A : National Union Fire Ins Co PittsburghPA	NAIC # 19445
	INSURER B : Travelers Property Casualty Co of Amer	25674
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Navigators Insurance Company	42307
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

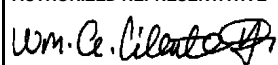
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL9925559	03/01/2023	03/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4773685	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CUP1T66744423NF	03/01/2023	03/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC025893715	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			NY23MXEZ07LHXIV	03/01/2023	03/01/2024	\$15,000,000

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

RE: Contract #23-160-09

City of Cibolo is included as Additional Insured when required by written contract, agreement, or permit, but only with respect to the General Liability, Automobile Liability and Umbrella Liability insurance and subject to the provisions and limitations of the policy. General Liability, Automobile Liability and Umbrella Liability coverages are written on a primary and non-contributory basis when required by written (See Attached Descriptions)

CERTIFICATE HOLDER City of Cibolo 200 South Main Street Cibolo, TX 78108	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to the General Liability, Automobile Liability and Umbrella Liability when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to the Workers Compensation coverage when required by written contract, agreement or permit and subject to the provisions and limitations of the policy where permissible by state law. Umbrella Liability follows form over the General Liability, Automobile Liability and Employer Liability coverages. The insurance company will provide 30 days notice of cancellation/non-renewal (10 days notice for nonpayment) to the certificate holder if the policy is canceled by the company.

***NAMED INSUREDS INCLUDE:**

Colliers Engineering & Design Inc. dba Bolton Perez & Associates Inc.;

Bolton Perez & Associates Inc.;

Network Engineering Services Inc.;

Colliers Engineering & Design CT, P.C.;

Colliers Engineering & Design Inc.;

Colliers International Holdings USA Inc.;

Colliers International Group Inc.;

Colliers International USA, LLC;

Maser Consulting Inc.;

Maser Consulting P.A.;

Maser Consulting Connecticut PC;

Colliers Engineering & Design/Maser Consulting Inc.;

Triangle Surveying & Mapping Inc.;

Maser Land Services LLC;

Colliers Land Services, LLC;

Colliers Project Leaders USA NE, LLC;

Colliers Engineering & Design Inc. dba Colliers Project Leaders;

Gorton & Partners LLC;

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.;

TerraSense Lab CED, Inc.;

Northern Survey Consulting LLC dba Northern Survey Engineering LLC;

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C (also referred to as Bergmann, DPC);

Bergmann Architectural Associates, Inc.;

Bergmann Engineering Associates, Inc.;

KFW Management LLC dba KFW Engineers & Surveying;

KFW Surveying LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Berkshire Hathaway Specialty Insurance Company 22276 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Colliers Engineering & Design, Inc. dba Maser Consulting* 101 Crawfords Corner, Suite 3400 Holmdel, NJ 07733	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liab.			47-EPP-326918-01	2/25/2023	2/25/2024	Per Claim Limit	1,000,000
A	Professional Liab.			47-EPP-326918-01	2/25/2023	2/25/2024	Aggregate Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Coverages are in accordance with policy terms and conditions.

*NAMED INSURED INCLUDE:
 Colliers Engineering & Design Inc.; Colliers Engineering & Design CT,P.C.; Colliers Engineering & Design/Maser Consulting Inc.; Colliers Land Services, LLC; Colliers Engineering & Design Inc dba Colliers Project Leaders; Colliers Engineering & Design Inc. dba Bolton Perez & Associates Inc.; Colliers International Group Inc.; Colliers International Holdings USA Inc.; Colliers International USA, LLC; Colliers Project Leaders USA NE, LLC; Bergmann Architectural Associates, Inc.; Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C (also referred to as Bergmann, DPC); Bergmann Engineering Associates, Inc.; Bolton Perez & Associates Inc.; Gorton & Partners LLC; KFW Management LLC dba KFW Engineers & Surveying; KFW
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

City of Cibolo 200 South Main Street Cibolo, TX 78108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>
--	--



LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Ames & Gough		NAMED INSURED Colliers Engineering & Design, Inc. dba Maser Consulting*	
POLICY NUMBER SEE PAGE 1		101 Crawfords Corner, Suite 3400 Holmdel, NJ 07733	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Surveying LLC; Maser Consulting Connecticut PC; Maser Consulting Inc.; Maser Consulting P.A.; Maser Land Services LLC;
 Network Engineering Services Inc.; Northern Survey Consulting LLC dba Northern Survey Engineering LLC; TerraSense Lab CED,
 Inc.; Triangle Surveying & Mapping Inc., HILGARTWILSON, LLC.

Evidence of Insurance

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1053440

Date Filed:
 07/31/2023

Date Acknowledged:
 07/31/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Colliers Engineering & Design
 San Antonio, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 23-160-09
 City Engineering Services and On-Call Civil Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Colliers Engineering & Design	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ATTACHMENT 1**AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM**

Notice: The agreement, contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of CIBOLO by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). and administered by the US Department of Treasury under the Coronavirus State and Local Fiscal Recovery Funds program (“SLFRF”).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Cibolo; by ARPA and its implementing regulations; and as established by the Treasury Department. Contractor shall take all reasonable and necessary steps and shall flow down all contract clauses necessary herein to lower tier subcontractors and/or vendors to enable the City of Cibolo to comply with U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (hereinafter “CLFRF Terms and Conditions”), section 603 of the Social Security Act (the Act), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement. If any CLFRF Terms and Conditions or federal provision or law incorporated herein refers specifically to another provision as governing arrangements under the CLFRF Terms and Conditions or contracting guidelines, then such other provision also is incorporated herein by reference and Contractor and all lower-tier subcontractors or vendors shall be required to comply with its terms.

This Addendum and the agreement, contract or purchase order to which it is attached are intended to be read harmoniously together; however, in the case of conflicts, this Addendum shall supersede and take precedence over the agreement, contract or purchase order and any scope of work, SAVE AND EXCEPT for Section 19 below “Termination” in which case the agreement, contract or purchase order shall take precedence.

- 1. Equal Opportunity.** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by

the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Small, Minority and Women Business Enterprises (2 CFR §200.321) (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), and small business *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that small, women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority

business;

- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of Cibolo. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

5. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Cibolo, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE) (2 CFR 200.216)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (A) Procure or obtain;
- (B) Extend or renew a contract to procure or obtain; or
- (C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). This provision is not applicable as the amount allocated to City does not reach the required threshold for reporting (\$10,000,000). Please note that Chapter 2258 of the Texas Government Code (“Texas Prevailing Wage Law”) or “Texas Baby Davis Bacon Act” may apply to Public Works projects funded with both CLFRF funds and other sources of public funding. Contractor should review Contract, Agreement or Work Order to which this exhibit attaches for prevailing wage requirements therein (if any).

10. Buy USA - Domestic Preference for certain procurements using federal funds.(2 CFR 200.322) Contractor should, to the greatest extent **practicable** under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards

including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (2 CRF 200.323)

- (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Record Retention

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

13. Generally Applicable Federal Environmental Laws and Regulation. (2 CFR 200 APPENDIX II (G)). Pursuant to Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

17. Termination Rights (2 CFR §200.326 Appendix II to Part 200 (B)).

- (a) Termination for Convenience: Whenever the interests of the City so require, City may terminate the parties’ Agreement, in whole or in part, for the convenience of the City. City shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. In the event of a termination for convenience by City, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination. Contractor shall not be paid or compensated for lost profit on uncompleted work or any other consequential loss based on a similar theory.
- (b) Termination for Cause: The City may, by written notice of default to Contractor, terminate the parties’ Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties’ agreement after a period of ten (10) following Contractor’s receipt of a Notice of Deficiency provided by City.

- This form is required only for purchases of more than \$100,000 -

**31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING
LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: DocuSigned by:
Christopher Otto
A9D45DC94661459...

Signature of Contractor's authorized official

Christopher Otto

(Print name of person signing above)
Geographic Discipline Lead

(Print title of person signing above)



City Council Regular Meeting Staff Report

A. Administration

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Staff Update Item: 9A.
From	
Wayne Reed, City Manager	

- Town Hall 10/14 Recap and 10/19 Reminder
- CIP Updates
- RFP, RFQs, and RFBs
- Cibolofest Recap



City Council Regular Meeting Staff Report

B. Police Department/Animal Services

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Staff Update Item: 9B.
From	
Leigh Ann Rogers, Executive Assistant to the Chief of Police	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[CPD Report Call Summary Sept 1-15, 2024.pdf](#)

[CPD Report Call Summary Sept 16-30, 2024.pdf](#)

[9-2024.pdf](#)

Cibolo Police Department

Report Call Summary

September 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ACCIDENT, FLEET				
ACCIDENT, FLEET	24-01506	Thursday, September 5, 2024	2000	TOWN CREEK ROAD
1 ACCIDENT, FLEET				
ACCIDENT, HIT & RUN				
ACCIDENT, HIT & RUN	24-01581	Saturday, September 14, 2024	700	BLK FM 1103
ACCIDENT, HIT & RUN	24-01527	Sunday, September 8, 2024	10400	BLK IH 10 W
ACCIDENT, HIT & RUN	24-01516	Saturday, September 7, 2024	800	FM 1103
3 ACCIDENT, HIT & RUN				
ANIMAL BITE/SCRATCH				
ANIMAL BITE/SCRATCH	24-01566	Friday, September 13, 2024	100	CIBOLO DRIVE
ANIMAL BITE/SCRATCH	24-01528	Sunday, September 8, 2024	200	PARK VALLEY DRIVE
ANIMAL BITE/SCRATCH	24-01487	Tuesday, September 3, 2024	100	SPRINGTREE PARK
ANIMAL BITE/SCRATCH	24-01550	Wednesday, September 11, 2024	300	VALIANT VALLEY
4 ANIMAL BITE/SCRATCH				
ANIMAL INJURED/DESTROYED				
ANIMAL INJURED/DESTROYED	24-01477	Monday, September 2, 2024	2800	FM 1103
ANIMAL INJURED/DESTROYED	24-01485	Tuesday, September 3, 2024	1100	FM 1103
2 ANIMAL INJURED/DESTROYED				
ASSAULT				
ASSAULT	24-01520	Saturday, September 7, 2024	600	FM 78
ASSAULT	24-01553	Wednesday, September 11, 2024	100	HANA LANE
ASSAULT	24-01482	Monday, September 2, 2024	300	LONGHORN WAY
ASSAULT	24-01514	Saturday, September 7, 2024	600	MINERALS WAY
4 ASSAULT				
ASSAULT, BODILY INJURY				
ASSAULT, BODILY INJURY	24-01578	Saturday, September 14, 2024	100	BAY WILLOW
ASSAULT, BODILY INJURY	24-01586	Sunday, September 15, 2024	100	HIDDEN FAWN
ASSAULT, BODILY INJURY	24-01580	Saturday, September 14, 2024	600	RED RIVER
ASSAULT, BODILY INJURY	24-01478	Monday, September 2, 2024	200	TERRAMAR
4 ASSAULT, BODILY INJURY				
ASSAULT, SEXUAL				
ASSAULT, SEXUAL	24-01555	Thursday, September 12, 2024	1300	FM 1103
ASSAULT, SEXUAL	24-01563	Friday, September 13, 2024	100	NIEMIETZ COVE

Cibolo Police Department

Report Call Summary

September 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
<hr/>				
2 ASSAULT, SEXUAL				
<hr/>				
ASSIST, OUTSIDE AGENCY				
ASSIST, OUTSIDE AGENCY	24-01560	Thursday, September 12, 2024	300	GREAT RAFT
ASSIST, OUTSIDE AGENCY	24-01512	Friday, September 6, 2024	400	WESTMONT
<hr/>				
2 ASSIST, OUTSIDE AGENCY				
<hr/>				
BURGLARY, BUILDING				
BURGLARY, BUILDING	24-01476	Sunday, September 1, 2024	100	MOHAWK
<hr/>				
1 BURGLARY, BUILDING				
<hr/>				
BURGLARY, VEHICLE				
BURGLARY, VEHICLE	24-01558	Thursday, September 12, 2024	300	WILLOW VIEW
<hr/>				
1 BURGLARY, VEHICLE				
<hr/>				
CHILD PROTECTIVE SERVICES REFERI				
CHILD PROTECTIVE SERVICES REFERRAL	24-01531	Monday, September 9, 2024	4000	CIBOLO VALLEY DRIVE
CHILD PROTECTIVE SERVICES REFERRAL	24-01496	Wednesday, September 4, 2024	200	ELAINE S SCHLATHER
CHILD PROTECTIVE SERVICES REFERRAL	24-01489	Tuesday, September 3, 2024	4000	GREEN VALLEY ROAD
CHILD PROTECTIVE SERVICES REFERRAL	24-01532	Monday, September 9, 2024	4000	GREEN VALLEY ROAD
CHILD PROTECTIVE SERVICES REFERRAL	24-01546	Wednesday, September 11, 2024	4000	GREEN VALLEY ROAD
CHILD PROTECTIVE SERVICES REFERRAL	24-01548	Wednesday, September 11, 2024	4000	GREEN VALLEY ROAD
CHILD PROTECTIVE SERVICES REFERRAL	24-01511	Friday, September 6, 2024	12300	SCHAEFER
<hr/>				
7 CHILD PROTECTIVE SERVICES REFERRAI				
<hr/>				
CIVIL INFORMATION				
CIVIL INFORMATION	24-01488	Tuesday, September 3, 2024	100	BLK SWEETGUM LN
CIVIL INFORMATION	24-01497	Wednesday, September 4, 2024	100	LOOP 539
CIVIL INFORMATION	24-01559	Thursday, September 12, 2024	300	MATHEW ST
CIVIL INFORMATION	24-01501	Wednesday, September 4, 2024	100	MONTESA
CIVIL INFORMATION	24-01584	Sunday, September 15, 2024	300	S MAIN ST
CIVIL INFORMATION	24-01583	Sunday, September 15, 2024	200	SPRINGTREE COVE
CIVIL INFORMATION	24-01475	Sunday, September 1, 2024	100	STILL BROOK
CIVIL INFORMATION	24-01556	Thursday, September 12, 2024	700	WOLFETON WAY
<hr/>				
8 CIVIL INFORMATION				
<hr/>				
CRIMINAL MISCHIEF				
CRIMINAL MISCHIEF	24-01529	Sunday, September 8, 2024	200	BLK DEER CREEK BLVD
CRIMINAL MISCHIEF	24-01551	Wednesday, September 11, 2024	100	BLK WILLOW BROOK
CRIMINAL MISCHIEF	24-01539	Monday, September 9, 2024	100	BRAHMA WAY

Cibolo Police Department

Report Call Summary

September 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
CRIMINAL MISCHIEF	24-01473	Sunday, September 1, 2024	100	DEWBERRY PARK
CRIMINAL MISCHIEF	24-01472	Sunday, September 1, 2024	100	FOXGLOVE PASS
CRIMINAL MISCHIEF	24-01542	Tuesday, September 10, 2024	200	OAK CREEK
6 CRIMINAL MISCHIEF				
CRIMINAL TRESPASS				
CRIMINAL TRESPASS	24-01479	Monday, September 2, 2024	4100	S SANTA CLARA RD
1 CRIMINAL TRESPASS				
DEADLY CONDUCT				
DEADLY CONDUCT	24-01513	Friday, September 6, 2024	200	GRAND AVE
1 DEADLY CONDUCT				
DEATH INVESTIGATION				
DEATH INVESTIGATION	24-01541	Tuesday, September 10, 2024	500	ROUND REINS
1 DEATH INVESTIGATION				
DISTURBANCE, FAMILY				
DISTURBANCE, FAMILY	24-01585	Sunday, September 15, 2024	100	BROOKSHIRE
DISTURBANCE, FAMILY	24-01565	Friday, September 13, 2024	500	FAWNBDALE POINT
DISTURBANCE, FAMILY	24-01521	Sunday, September 8, 2024	100	LOOKOUT VIEW
DISTURBANCE, FAMILY	24-01564	Friday, September 13, 2024	100	NIEMIETZ COVE
DISTURBANCE, FAMILY	24-01554	Thursday, September 12, 2024	600	OVERLOOK RIDGE
DISTURBANCE, FAMILY	24-01502	Thursday, September 5, 2024	17000	RIPPS-KREUSLER
DISTURBANCE, FAMILY	24-01493	Tuesday, September 3, 2024	100	ROYAL TROON
DISTURBANCE, FAMILY	24-01483	Monday, September 2, 2024	600	SADDLE HOUSE
DISTURBANCE, FAMILY	24-01530	Monday, September 9, 2024	500	SLIPPERY ROCK
DISTURBANCE, FAMILY	24-01545	Wednesday, September 11, 2024	200	SPRINGTREE CV
DISTURBANCE, FAMILY	24-01519	Sunday, September 8, 2024	200	WILLOW CREST
DISTURBANCE, FAMILY	24-01495	Tuesday, September 3, 2024	100	ZUEHL ROAD
12 DISTURBANCE, FAMILY				
DRIVE WHILE LIC INVALID				
DRIVE WHILE LIC INVALID	24-01579	Saturday, September 14, 2024	200	CIBOLO VALLEY DRIVE
1 DRIVE WHILE LIC INVALID				
DRUG VIOLATION				
DRUG VIOLATION	24-01498	Wednesday, September 4, 2024	1300	FM 1103
DRUG VIOLATION	24-01491	Tuesday, September 3, 2024	1300	FM 1103
DRUG VIOLATION	24-01505	Thursday, September 5, 2024	1300	FM 1103

Cibolo Police Department

Report Call Summary

September 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
DRUG VIOLATION	24-01508	Thursday, September 5, 2024	1300	FM 1103
DRUG VIOLATION	24-01582	Sunday, September 15, 2024	200	FM 78 EAST
DRUG VIOLATION	24-01533	Monday, September 9, 2024	300	WAGON WHEEL WAY
6 DRUG VIOLATION				
EMERGENCY DETENTION				
EMERGENCY DETENTION	24-01576	Saturday, September 14, 2024	1800	FM 1103
EMERGENCY DETENTION	24-01570	Friday, September 13, 2024	1300	FM 1103
EMERGENCY DETENTION	24-01518	Saturday, September 7, 2024	100	HINGE CHASE
EMERGENCY DETENTION	24-01526	Sunday, September 8, 2024	100	NAVAJO CIRCLE
EMERGENCY DETENTION	24-01490	Tuesday, September 3, 2024	200	RAWHIDE WAY
EMERGENCY DETENTION	24-01547	Thursday, September 12, 2024	500	THISTLE CREEK DRIVE
6 EMERGENCY DETENTION				
FRAUD				
FRAUD	24-01571	Friday, September 13, 2024	200	COUNTRY LANE
FRAUD	24-01515	Saturday, September 7, 2024	4100	DESERT VIEW DR
FRAUD	24-01510	Friday, September 6, 2024	100	LAURYN ST
3 FRAUD				
HOSPICE				
HOSPICE	24-01525	Sunday, September 8, 2024	800	EVERYDAY WAY
HOSPICE	24-01575	Saturday, September 14, 2024	2300	FM 3009
HOSPICE	24-01523	Sunday, September 8, 2024	2900	GREEN VALLEY ROAD
HOSPICE	24-01486	Tuesday, September 3, 2024	600	N MAIN ST
4 HOSPICE				
INTOXICATED, DRIVING WHILE				
INTOXICATED, DRIVING WHILE	24-01471	Sunday, September 1, 2024	800	EVERYDAY WAY
1 INTOXICATED, DRIVING WHILE				
INTOXICATION, PUBLIC				
INTOXICATION, PUBLIC	24-01573	Friday, September 13, 2024	100	FM 78 E
INTOXICATION, PUBLIC	24-01484	Monday, September 2, 2024	300	LONGHORN WAY
INTOXICATION, PUBLIC	24-01522	Sunday, September 8, 2024	700	TOLLE ROAD
3 INTOXICATION, PUBLIC				
PORNOGRAPHY				
PORNOGRAPHY	24-01535	Monday, September 9, 2024	300	BORGFELD ROAD WEST
PORNOGRAPHY	24-01536	Monday, September 9, 2024	600	CIBOLO VALLEY

Cibolo Police Department

Report Call Summary

September 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
2 PORNOGRAPHY				
PROPERTY, DAMAGED				
PROPERTY, DAMAGED	24-01499	Wednesday, September 4, 2024	100	GREEN BROOK PLACE
1 PROPERTY, DAMAGED				
PROPERTY, RECOVERED				
PROPERTY, RECOVERED	24-01561	Friday, September 13, 2024	8300	IH-10
1 PROPERTY, RECOVERED				
PROTECTIVE ORDER VIOLATION				
PROTECTIVE ORDER VIOLATION	24-01517	Saturday, September 7, 2024	600	CIBOLO VALLEY DRIVE
PROTECTIVE ORDER VIOLATION	24-01509	Friday, September 6, 2024	400	WESTMONT
PROTECTIVE ORDER VIOLATION	24-01569	Friday, September 13, 2024	400	WESTMONT
PROTECTIVE ORDER VIOLATION	24-01572	Friday, September 13, 2024	400	WESTMONT
4 PROTECTIVE ORDER VIOLATION				
RUNAWAY/MISSING				
RUNAWAY/MISSING	24-01544	Wednesday, September 11, 2024	300	MATTHEW
1 RUNAWAY/MISSING				
SUSPICIOUS, SITUATION				
SUSPICIOUS, SITUATION	24-01562	Friday, September 13, 2024	200	KINGS WAY
1 SUSPICIOUS, SITUATION				
TERRORISTIC THREAT				
TERRORISTIC THREAT	24-01540	Tuesday, September 10, 2024	500	THISTLE CREEK DRIVE
1 TERRORISTIC THREAT				
THEFT				
THEFT	24-01500	Wednesday, September 4, 2024	100	BAY WILLOW
THEFT	24-01534	Monday, September 9, 2024	0	BENTWOOD PASS
THEFT	24-01494	Friday, September 6, 2024	100	BOB WHITE
THEFT	24-01507	Thursday, September 5, 2024	100	BROOK MEADOW
THEFT	24-01552	Wednesday, September 11, 2024	300	CIBOLO COMMONS
THEFT	24-01537	Monday, September 9, 2024	600	CIBOLO VALLEY DRIVE
THEFT	24-01480	Monday, September 2, 2024	800	FM 1103
THEFT	24-01481	Monday, September 2, 2024	800	FM 1103
THEFT	24-01503	Thursday, September 5, 2024	10800	IH 10 W
THEFT	24-01567	Friday, September 13, 2024	10800	IH 10W EB

9/27/2024

Cibolo Police Department

Report Call Summary

September 1-15, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
THEFT	24-01538	Monday, September 9, 2024	200	KARIBA COVE
THEFT	24-01557	Thursday, September 12, 2024	200	MAIDSTONE COVE
THEFT	24-01549	Wednesday, September 11, 2024	300	S. MAIN ST
THEFT	24-01504	Thursday, September 5, 2024	300	WILLOW VIEW
<hr/>				
14 THEFT				
<hr/>				
UNAUTHORIZED USE MOTOR VEHICLE				
UNAUTHORIZED USE MOTOR VEHICLE	24-01543	Wednesday, September 11, 2024	200	DOUGLAS
<hr/>				
1 UNAUTHORIZED USE MOTOR VEHICLE				
<hr/>				
WARRANT SERVICE				
WARRANT SERVICE	24-01577	Saturday, September 14, 2024	200	HEREFORD STREET
WARRANT SERVICE	24-01474	Sunday, September 1, 2024	100	RATTLESNAKE WAY
WARRANT SERVICE	24-01568	Friday, September 13, 2024	200	TERRAMAR
<hr/>				
3 WARRANT SERVICE				
<hr/>				
Grand Total:	113			

Cibolo Police Department

Report Call Summary

September 16-30, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ACCIDENT, FLEET				
ACCIDENT, FLEET	24-01608	Friday, September 20, 2024	800	FM 1103
1 ACCIDENT, FLEET				
ACCIDENT, HIT & RUN				
ACCIDENT, HIT & RUN	24-01618	Saturday, September 21, 2024	1100	BRITE
ACCIDENT, HIT & RUN	24-01636	Tuesday, September 24, 2024	700	FM 1103
ACCIDENT, HIT & RUN	24-01638	Tuesday, September 24, 2024	800	FM 1103
ACCIDENT, HIT & RUN	24-01604	Wednesday, September 18, 2024	12500	IH 10 WESTBOUND
4 ACCIDENT, HIT & RUN				
ACCIDENT, MOTOR VEHICLE				
ACCIDENT, MOTOR VEHICLE	24-01654	Thursday, September 26, 2024	12800	IH-10 W EASTBOUND
1 ACCIDENT, MOTOR VEHICLE				
ANIMAL BITE/SCRATCH				
ANIMAL BITE/SCRATCH	24-01646	Friday, September 20, 2024	100	SPRINGTREE BLUFF
1 ANIMAL BITE/SCRATCH				
ANIMAL COMPLAINT				
ANIMAL COMPLAINT	24-01593	Monday, September 16, 2024	100	CIBOLO DRIVE
ANIMAL COMPLAINT	2024-44546	Monday, September 16, 2024	1800	WEIDNER
2 ANIMAL COMPLAINT				
ASSAULT				
ASSAULT	24-01642	Wednesday, September 25, 2024	200	BLUE WILLOW
ASSAULT	24-01601	Tuesday, September 17, 2024	300	GREAT RAFT
ASSAULT	24-01677	Monday, September 30, 2024	100	LONE STAR WAY
ASSAULT	24-01645	Wednesday, September 25, 2024	200	WINTER FROST
4 ASSAULT				
ASSAULT, BODILY INJURY				
ASSAULT, BODILY INJURY	24-01657	Friday, September 27, 2024	100	CORIANDER CT
ASSAULT, BODILY INJURY	24-01660	Friday, September 27, 2024	100	CORIANDER CT
ASSAULT, BODILY INJURY	24-01610	Friday, September 20, 2024	300	SCHNEIDER
3 ASSAULT, BODILY INJURY				
ASSIST, OUTSIDE AGENCY				
ASSIST, OUTSIDE AGENCY	24-01605	Wednesday, September 18, 2024	9200	FAIRLAWN

Cibolo Police Department

Report Call Summary

September 16-30, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
ASSIST, OUTSIDE AGENCY	24-01624	Sunday, September 22, 2024	900	FOREST RIDGE PARKWAY
ASSIST, OUTSIDE AGENCY	24-01616	Saturday, September 21, 2024	200	HINGE CHASE
ASSIST, OUTSIDE AGENCY	24-01619	Saturday, September 21, 2024	300	MATTHEW STREET
ASSIST, OUTSIDE AGENCY	24-01620	Saturday, September 21, 2024	1200	RED HAWK
ASSIST, OUTSIDE AGENCY	24-01594	Monday, September 16, 2024	100	SCHAEFER
ASSIST, OUTSIDE AGENCY	24-01637	Tuesday, September 24, 2024	1400	SCHERTZ PKWY

7 ASSIST, OUTSIDE AGENCY

BURGLARY, BUILDING

BURGLARY, BUILDING	24-01596	Monday, September 16, 2024	500	TOWN CREEK
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1 BURGLARY, BUILDING

CHILD PROTECTIVE SERVICES REFERI

CHILD PROTECTIVE SERVICES REFERRAL	24-01652	Friday, September 27, 2024	100	ARCADIA PLACE
CHILD PROTECTIVE SERVICES REFERRAL	24-01649	Thursday, September 26, 2024	4000	CIBOLO VALLEY DRIVE
CHILD PROTECTIVE SERVICES REFERRAL	24-01606	Thursday, September 19, 2024	100	FM 78 EAST
CHILD PROTECTIVE SERVICES REFERRAL	24-01658	Friday, September 27, 2024	4000	GREEN VALLEY ROAD

4 CHILD PROTECTIVE SERVICES REFERRAL

CIVIL INFORMATION

CIVIL INFORMATION	24-01669	Sunday, September 29, 2024	2400	CIBOLO VALLEY DRIVE
CIVIL INFORMATION	24-01680	Monday, September 30, 2024	500	FOXTAIL CANYON
CIVIL INFORMATION	24-01671	Sunday, September 29, 2024	100	S MAIN
CIVIL INFORMATION	24-01595	Monday, September 16, 2024	400	WESTMONT

4 CIVIL INFORMATION

CREDIT CARD ABUSE

CREDIT CARD ABUSE	24-01611	Friday, September 20, 2024	300	LASSO LN
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1 CREDIT CARD ABUSE

CRIMINAL MISCHIEF

CRIMINAL MISCHIEF	24-01643	Wednesday, September 25, 2024	100	MOHAWK DRIVE
CRIMINAL MISCHIEF	24-01622	Saturday, September 21, 2024	200	SILVER WING

2 CRIMINAL MISCHIEF

DEADLY CONDUCT

DEADLY CONDUCT	24-01602	Tuesday, September 17, 2024	100	BROOK SHIRE
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1 DEADLY CONDUCT

DEATH INVESTIGATION

Cibolo Police Department

Report Call Summary

September 16-30, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
DEATH INVESTIGATION	24-01617	Saturday, September 21, 2024	300	EGLINGTON WAY
DEATH INVESTIGATION	24-01675	Monday, September 30, 2024	100	ELM STREET
DEATH INVESTIGATION	24-01648	Thursday, September 26, 2024	100	SOUTH ST
DEATH INVESTIGATION	24-01663	Friday, September 27, 2024	100	VERBENA GAP
4 DEATH INVESTIGATION				
DISTURBANCE, FAMILY				
DISTURBANCE, FAMILY	24-01673	Sunday, September 29, 2024	600	ABLE
DISTURBANCE, FAMILY	24-01599	Tuesday, September 17, 2024	100	BENTWOOD RANCH
DISTURBANCE, FAMILY	24-01598	Monday, September 16, 2024	100	BROOKSHIRE
DISTURBANCE, FAMILY	24-01640	Wednesday, September 25, 2024	500	CALIBAN
DISTURBANCE, FAMILY	24-01632	Monday, September 23, 2024	100	NORTH WILLOW WAY
DISTURBANCE, FAMILY	24-01655	Friday, September 27, 2024	100	SPRINGTREE PARKWAY
6 DISTURBANCE, FAMILY				
EMERGENCY DETENTION				
EMERGENCY DETENTION	24-01647	Thursday, September 26, 2024	500	BISON
EMERGENCY DETENTION	24-01633	Tuesday, September 24, 2024	1300	FM 1103
EMERGENCY DETENTION	24-01668	Saturday, September 28, 2024	300	HAZELTINE WAY
EMERGENCY DETENTION	24-01635	Tuesday, September 24, 2024	100	HINGE CHASE
EMERGENCY DETENTION	24-01662	Friday, September 27, 2024	200	HONEYBEE
EMERGENCY DETENTION	24-01670	Sunday, September 29, 2024	500	LANDMARK GATE
EMERGENCY DETENTION	24-01612	Friday, September 20, 2024	700	TORREY PINES
EMERGENCY DETENTION	24-01653	Thursday, September 26, 2024	200	VALONA DRIVE
EMERGENCY DETENTION	24-01665	Saturday, September 28, 2024	100	WILLOW VIEW
9 EMERGENCY DETENTION				
FRAUD				
FRAUD	24-01630	Monday, September 23, 2024	100	EVENING BREEZE
FRAUD	24-01621	Saturday, September 21, 2024	600	PERUGIA
2 FRAUD				
HARASSMENT, TELEPHONE				
HARASSMENT, TELEPHONE	24-01609	Friday, September 20, 2024	200	CINNABAR TRAIL
1 HARASSMENT, TELEPHONE				
HARASSMENT, VERBAL				
HARASSMENT, VERBAL	24-01600	Tuesday, September 17, 2024	200	ELAINE S SCHLATHER
1 HARASSMENT, VERBAL				

10/1/2024

Cibolo Police Department

Report Call Summary

September 16-30, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
HARASSMENT, WRITING				
HARASSMENT, WRITING	24-01607	Friday, September 20, 2024	700	WESTERN BIT
1 HARASSMENT, WRITING				
HOSPICE				
HOSPICE	24-01613	Friday, September 20, 2024	800	EVERYDAY WAY
HOSPICE	24-01615	Saturday, September 21, 2024	200	HINSDALE RUN
HOSPICE	24-01674	Monday, September 30, 2024	600	SADDLE HOUSE
3 HOSPICE				
INJURY TO A CHILD				
INJURY TO A CHILD	24-01659	Friday, September 27, 2024	500	THISTLE CREEK DRIVE
1 INJURY TO A CHILD				
INTOXICATED, DRIVING WHILE				
INTOXICATED, DRIVING WHILE	24-01587	Monday, September 16, 2024	300	LOOP 539 E
1 INTOXICATED, DRIVING WHILE				
MINOR IN POSSESSION OF TOBACCO PRODUCTS				
MINOR IN POSSESSION OF TOBACCO PRODUCTS	24-01602	Monday, September 16, 2024	1300	FM 1103
1 MINOR IN POSSESSION OF TOBACCO PRODUCTS				
MISSING/ENDANGERED				
MISSING/ENDANGERED	24-01623	Sunday, September 22, 2024	100	HIDDEN FAWN
MISSING/ENDANGERED	24-01651	Thursday, September 26, 2024	100	SPRINGTREE CLIFF
2 MISSING/ENDANGERED				
PROPERTY, DAMAGED				
PROPERTY, DAMAGED	24-01641	Wednesday, September 25, 2024	100	WINTER FROST
1 PROPERTY, DAMAGED				
PROPERTY, FOUND				
PROPERTY, FOUND	24-01588	Monday, September 16, 2024	200	SCHLATHER STREET
PROPERTY, FOUND	24-01614	Friday, September 20, 2024	300	WAGON WHEEL WAY
2 PROPERTY, FOUND				
RUNAWAY/MISSING				
RUNAWAY/MISSING	24-01639	Wednesday, September 25, 2024	200	DOUGLAS STREET

10/1/2024

Cibolo Police Department

Report Call Summary

September 16-30, 2024

<u>Description</u>	<u>Incident</u>	<u>Rep Date</u>	<u>Loc Block</u>	<u>Loc Street</u>
RUNAWAY/MISSING	24-01667	Saturday, September 28, 2024	600	PERUGIA
RUNAWAY/MISSING	24-01666	Saturday, September 28, 2024	200	WINTER FROST
<hr/> 3 RUNAWAY/MISSING <hr/>				
STALKING				
STALKING	24-01597	Monday, September 16, 2024	500	SADDLE BURROW
<hr/> 1 STALKING <hr/>				
TERRORISTIC THREAT				
TERRORISTIC THREAT	24-01661	Friday, September 27, 2024	100	CORIANDER COURT
TERRORISTIC THREAT	24-01650	Thursday, September 26, 2024	200	ELAINE S SCHLATHER
<hr/> 2 TERRORISTIC THREAT <hr/>				
THEFT				
THEFT	24-01634	Tuesday, September 24, 2024	800	ARIZPE
THEFT	24-01591	Monday, September 16, 2024	300	BORGFELD ROAD WEST
THEFT	24-01629	Monday, September 23, 2024	100	SPRINGTREE HOLLOW
THEFT	24-01627	Monday, September 23, 2024	1900	TOWN CREEK ROAD
THEFT	24-01628	Monday, September 23, 2024	400	WIEDNER ROAD
THEFT	24-01626	Monday, September 23, 2024	400	WIEDNER ROAD
<hr/> 6 THEFT <hr/>				
THEFT, SERVICE				
THEFT, SERVICE	24-01656	Friday, September 27, 2024	700	RIVER STATION
<hr/> 1 THEFT, SERVICE <hr/>				
WARRANT SERVICE				
WARRANT SERVICE	24-01664	Saturday, September 28, 2024	400	CATTLE RUN
WARRANT SERVICE	24-01625	Sunday, September 22, 2024	400	WOODSTONE LOOP
<hr/> 2 WARRANT SERVICE <hr/>				
Grand Total:	86			

**CIBOLO
ANIMAL SERVICES**

MONTHLY REPORT

September 2024

TOTALS

INTAKES

Return/Owner Surrender	13
Seized/Custody	0
Stray	61
Transfer in	0
Wildlife In	1
TOTAL	75

OUTCOMES

Adoption	23	
Missing	0	
Died in Shelter/upon arrival	8	(Neonatal kittens)
Return to Owner	13	
Transfer Out	0	
Euthanasia	3	2 Behavior/space, 1 severe medical kitten
Wildlife Out	1	
TOTAL	48	

Transfer Out - Locations

Wildlife Rescue	0
Homes for Pets	0
Kirby Animal Services	0
SA Great Dane	0
The Animal Defense League	0
TOTAL	0

BITE CASES

Currently in Foster 27 (kittens under 8weeks)

TOTAL NEW LICENSES ISSUED 1 (Does not count renewals)

VOLUNTEER HOURS 36

LIVE RELEASE RATE 93%



**CIBOLO
ANIMAL SERVICES**

MONTHLY REPORT

September 2024



City Council Regular Meeting Staff Report

C. Information Services Department

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Staff Update Item: 9C.
From	
Tracy Beekman, Information Services Director	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

Provide information regarding the City's See Click Fix application.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[October2024Report-Requests Submitted.pdf](#)

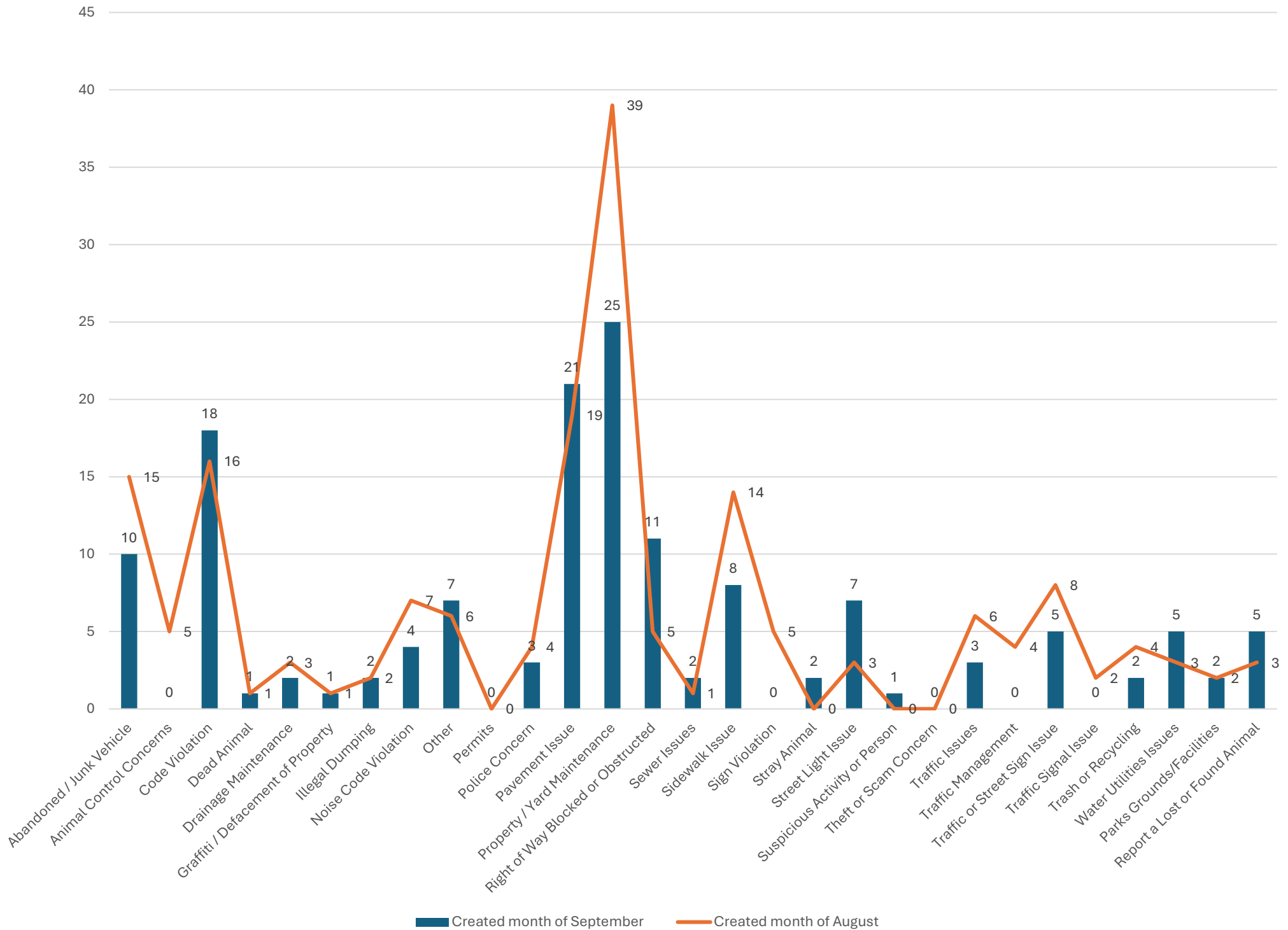
[October2024Report-ClosedRequests.pdf](#)

[October2024Report-AvgDaysAck.pdf](#)

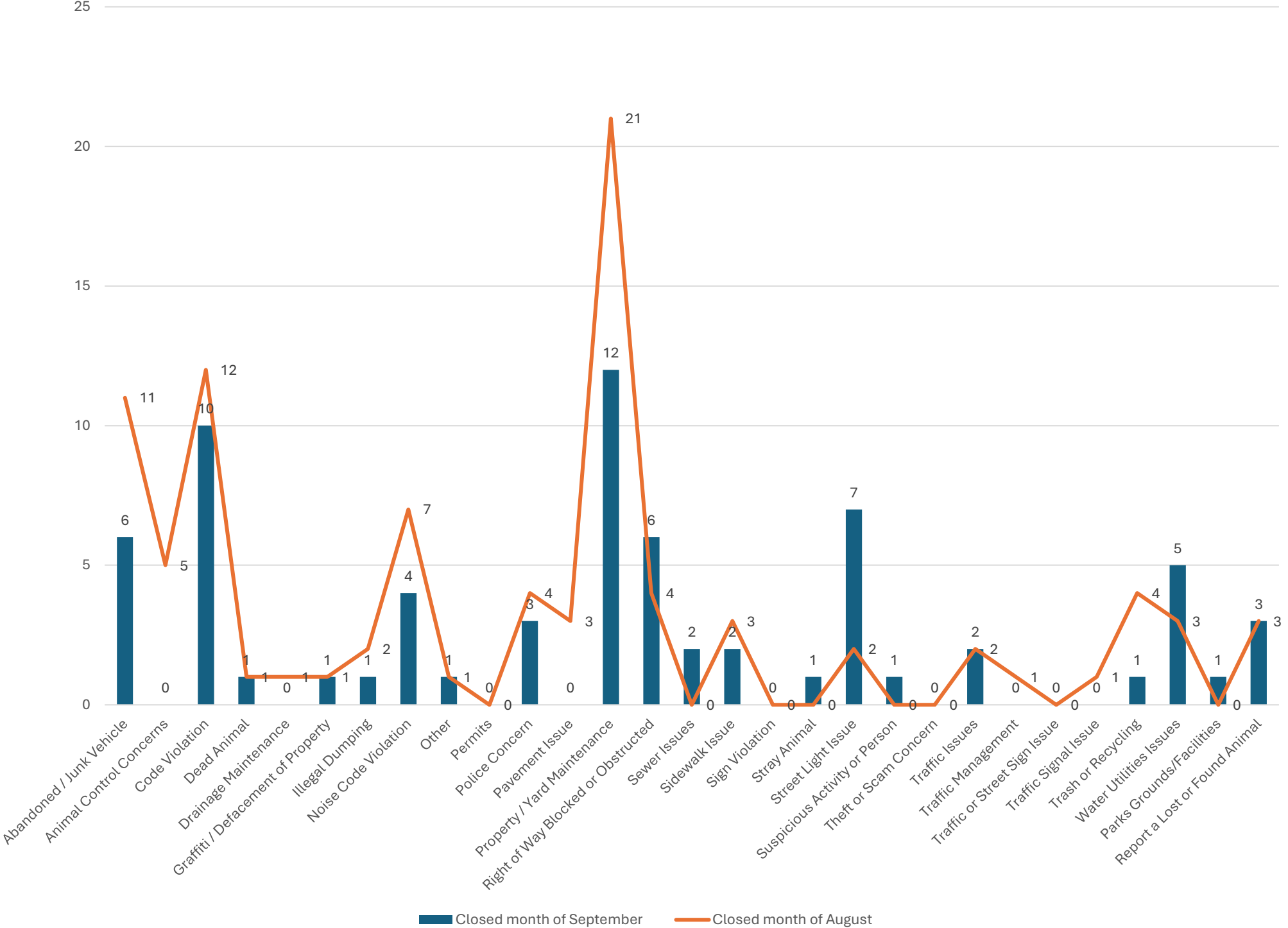
[October2024Report-AvgDaysClose.pdf](#)

[October2024Report-ClosedRequests.pdf](#)

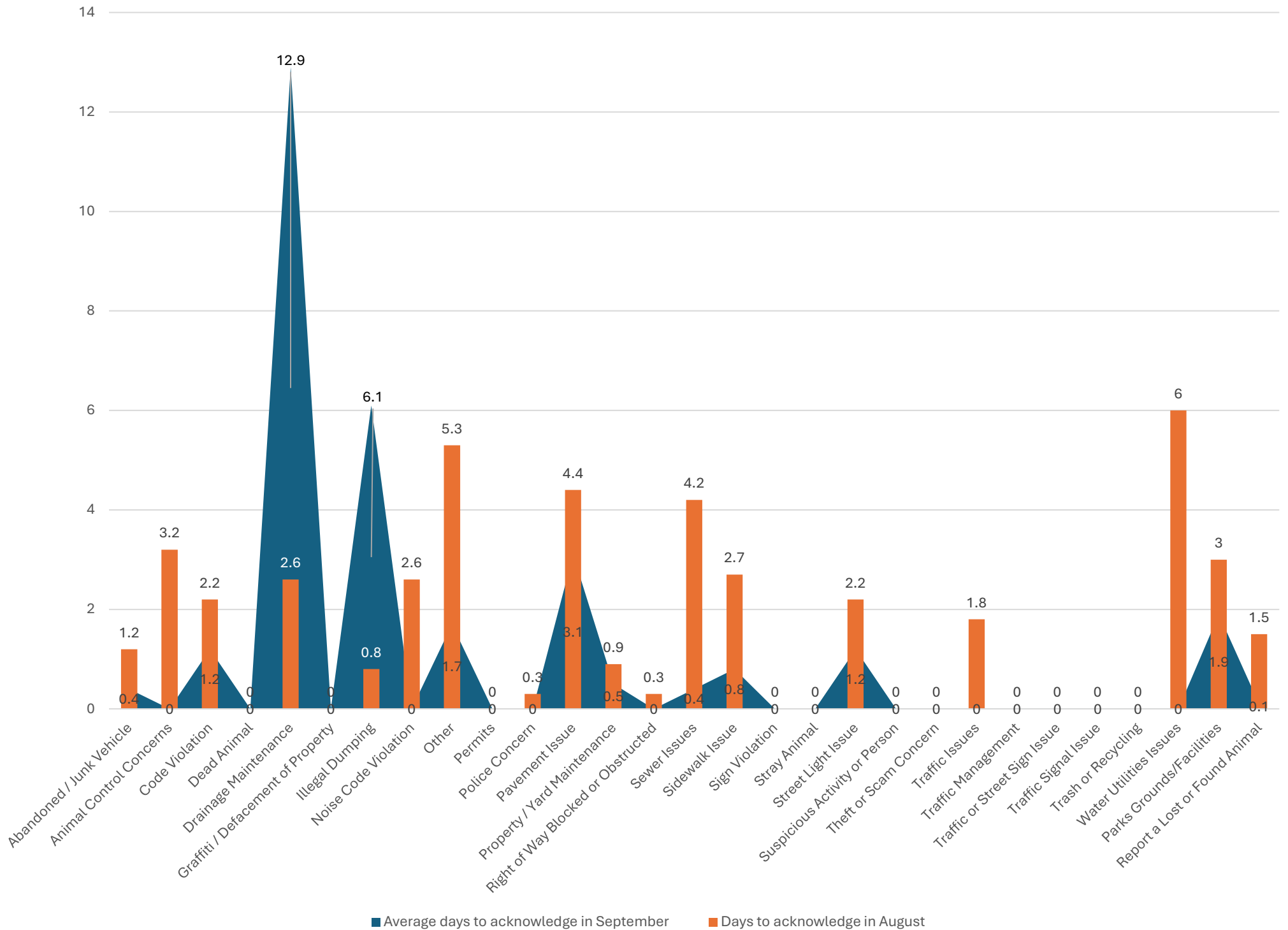
Requests Submitted



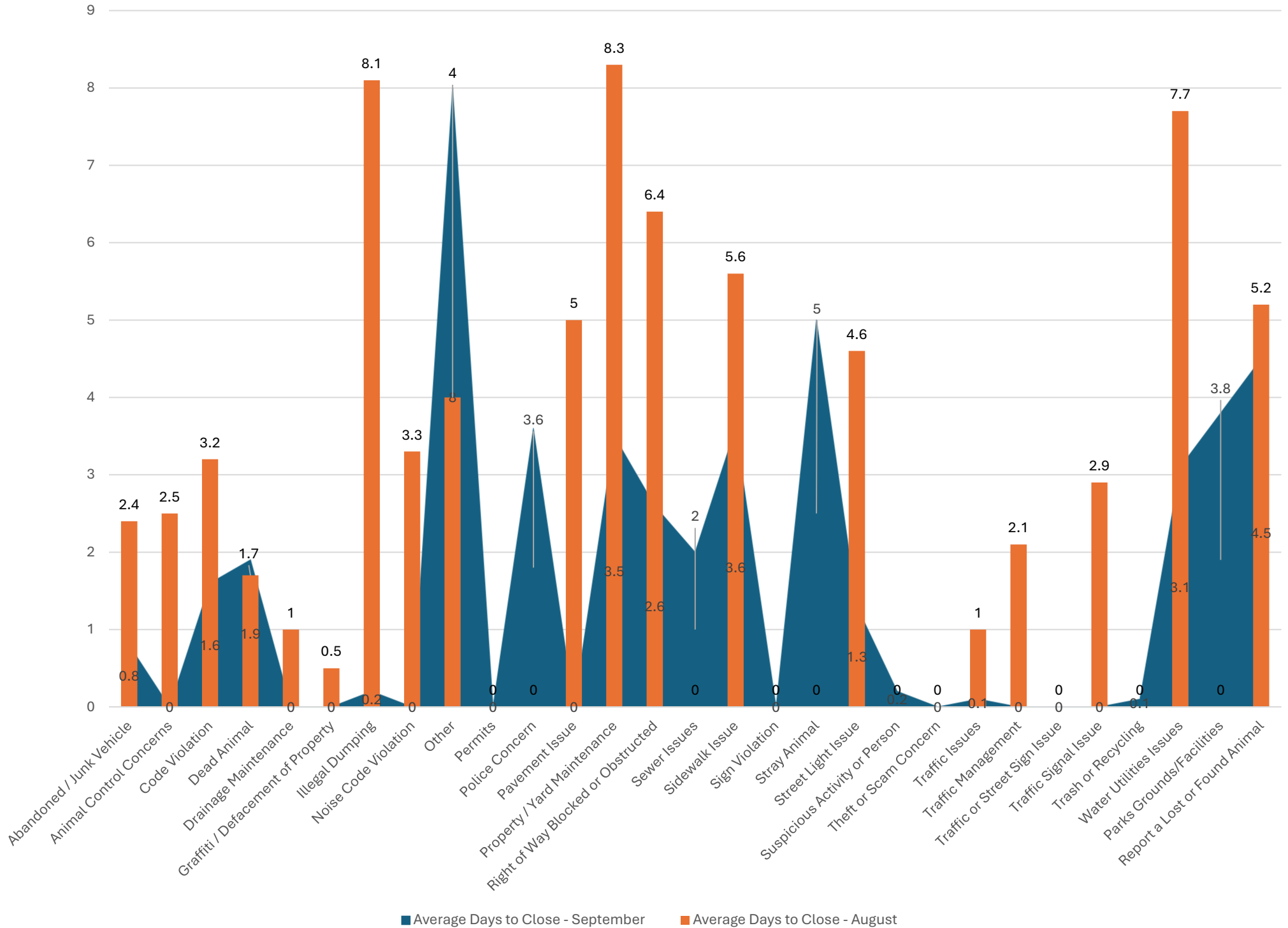
Closed Requests



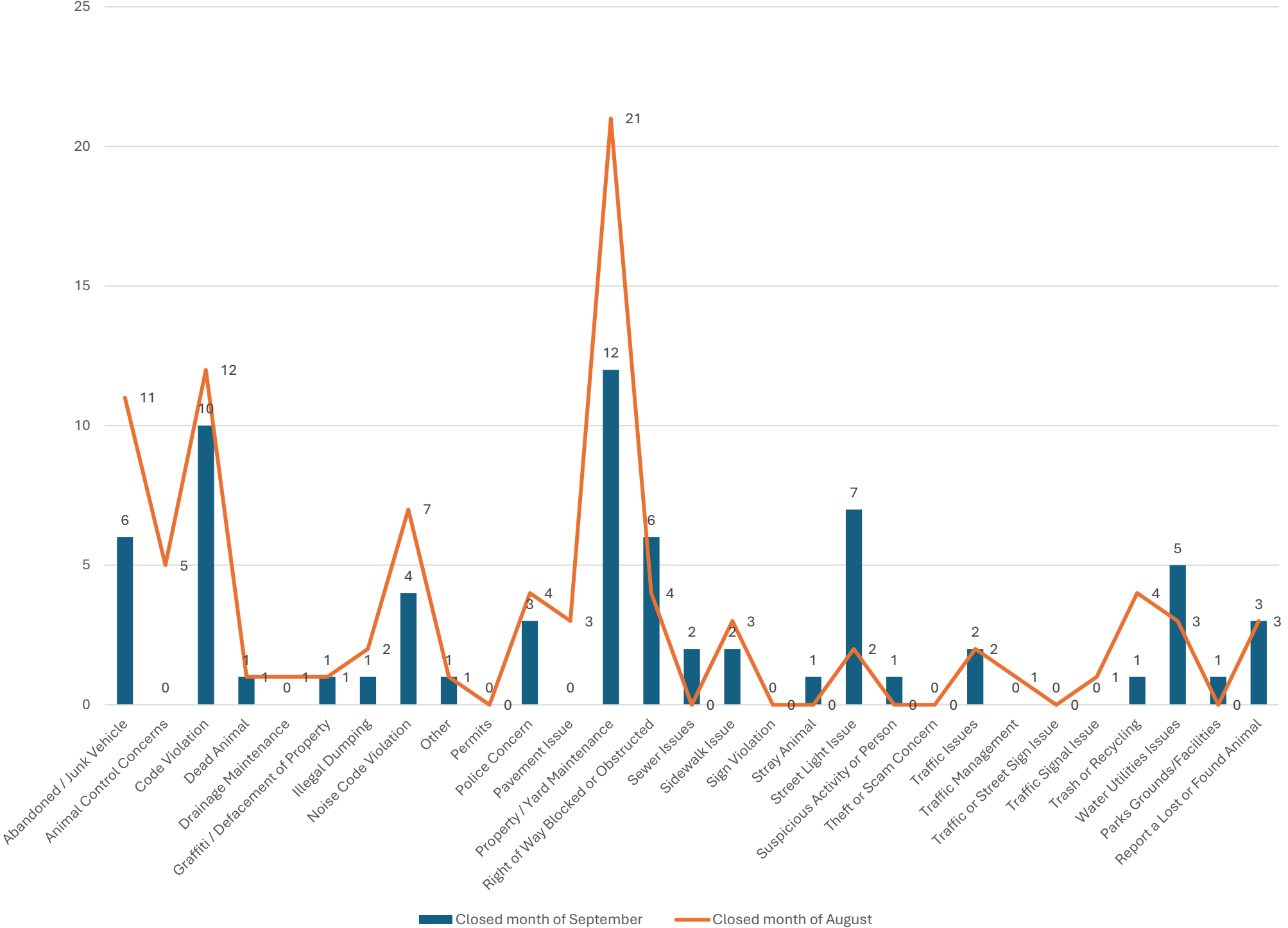
Average Days to Acknowledge



Average Days to Close



Closed Requests





City Council Regular Meeting Staff Report

A. Approval/Disapproval of a Resolution of the City of Cibolo assigning the City Attorney's Office to represent Cibolo in the Special Project of filing the CCN Transfer of 3200 acres of Wastewater Utility Service Area with the Public Utility Commission. (Mr. Hyde)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Resolutions Item: 10A.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[2024.09.27 Resolution Auth Representation of CCN Filing.pdf](#)



RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CIBOLO, TEXAS ASSIGNING THE CITY ATTORNEYS OFFICE TO REPRESENT THE CITY OF CIBOLO IN THE SPECIAL PROJECT OF FILING THE CCN TRANSFER OF 3200 ACRES OF WASTEWATER UTILITY SERVICE AREA WITH THE PUBLIC UTILITY COMMISSION IN ACCORDANCE WITH THE SETTLEMENT AGREEMENT WITH GREEN VALLEY SPECIAL UTILITY DISTRICT; PROVIDING FOR REPEAL AND SEVERABILITY; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS CONDUCTED IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds the City of Cibolo (“City”) is a Texas Home Rule Municipality, as defined by applicable law, which operates a wastewater utility service to the public; and

WHEREAS, the City Council finds that the City and Green Valley Special Utility District (“GVSUD”) executed a settlement agreement transferring 3200 acres of service area to the City of Cibolo, Texas; and

WHEREAS, the City Council finds the City of Cibolo needs to fund the design, construction, and maintenance of wastewater infrastructure to serve the approximately 3,200 acres of CCN area, and fulfill all financial obligations contained in the Mediated Settlement Agreement, including the necessity of filing of a petition to transfer the 3200 acres of CCN with the Public Utility Commission; and

WHEREAS, the City Council anticipated this work to be done in its FY25 Budget, and has budgeted the necessary funds to compensate the City Attorney’s office to perform this work; and

WHEREAS, the City Council finds that the City Attorney’s Office provides, not only a significantly reduced fee rate, but it also provides a flat rate for all work at the rate of only \$175 per hour, for assignments of this type, providing Cibolo a significant value which supports its assignment of this project to the City Attorney’s Office; and

WHEREAS, the City Council finds the City Attorney’s Office provides the highest quality of legal representation, at the best value to the City and desires to assign this project to the City Attorney’s Office.

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

SECTION 1. The statements set forth in and by reference in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

SECTION 2. The City Attorney is assigned to represent the City in filing the CCN Transfer with the Public Utility Commission.

SECTION 3. The City Council authorizes payment of \$175 per hour to the City Attorney’s Office for all work performed in connection with this action, and has budgeted to fund this expense.

SECTION 4. If any section, paragraph, sentence, clause, or phrase of this Resolution shall for any reason be held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. This Resolution shall be and is hereby cumulative of all other resolutions of the City of Cibolo, Texas, and this Resolution shall not operate to repeal or affect any of such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolutions are hereby repealed.

SECTION 6. The meeting at which this Ordinance passed was conducted in compliance with the Texas Open Meetings Act.

SECTION 7. This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Cibolo, Texas.

PASSED AND ADOPTED BY THE CITY COUNCIL ON THE 15th DAY OF OCTOBER 2024.

Mark Allen, Mayor

ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney



City Council Regular Meeting Staff Report

B. Approval/Disapproval of a Resolution of the City of Cibolo Nominating a candidate to the Guadalupe County Appraisal District for Election to the Board of Directors. (Mr. Reed/Ms. Cimics)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Resolutions Item: 10B.
From	
Peggy Cimics, City Secretary	

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[Resolution Appraisal District.pdf](#)



RESOLUTION NO. 1696

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CIBOLO
NOMINATING A CANDIDATE(S) TO THE GUADALUPE COUNTY
APPRAISAL DISTRICT FOR ELECTION TO THE BOARD OF DIRECTORS**

WHEREAS, pursuant to Section 6.03(b) of the Texas Property Tax Code, the terms of all members of the Guadalupe County Appraisal District Board of Directors will expire on December 31, 2024. The City Council of the City of Cibolo, Texas is entitled to nominate candidate(s) for the directorship of the Guadalupe County Appraisal District for the County of Guadalupe and State of Texas, and

WHEREAS, the City of Cibolo is voting taxing unit of the Guadalupe County Appraisal District In Guadalupe County, Texas; and

WHEREAS, the City Council of the City of Cibolo desires to submit the name of Dick Hetzel as nominee for the directorship of the Guadalupe County Appraisal District established in Guadalupe County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cibolo, Texas, hereby will submit said name(s) to the Office of the Chief Appraiser of the Guadalupe County Appraisal District by October 15, 2024.

PASSED AND APPROVED this 15th day of October, 2024.

Mark Allen
Mayor

ATTEST:

Peggy Cimics, TRMC
City Secretary



City Council Regular Meeting Staff Report

A. Approval/Disapproval of an Ordinance for a Conditional Use Permit request to allow a Convenience Storage use for 7.38 acres out of 12.7630 acres tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC. (Ms. Huerta)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Ordinances Item: 11A.
From	
Susana Huerta, Assistant Planning Director	
Staff Contact(s)	
Susana Huerta,	

CITY COUNCIL ACTION: Conduct 2nd Public Hearing

PREVIOUS CITY COUNCIL ACTION: Tabled for further staff research

PLANNING & ZONING COMMISSION ACTION: Approval with conditions by 7-0

PROPERTY INFORMATION:

Project Name: CUP-24-04
 Owners: David Marbach
 Representative: Jonathan McNamara, Matkin Hoover Engineering
 Location/Area: 21105 Old Wiederstein Road, 7.38 acres
 Location: Old Wiederstein Road
 Council District: 5
 Future Land Use: Commercial
 Existing Zoning: Retail/Office (C-3)
 Requested Zoning: Conditional Use Permit (CUP)
 Proposed Use: Convenience Storage

FINDINGS:

A zoning request is specifically about land use, not the future engineering of the land itself, and should meet criteria per UDC Article 4.3.1.5. Decisions regarding future engineering of the land occur with the platting process, where the property’s design is known. The applicant lot is located west of the intersection of Old Wiederstein Road and FM 1103. It is within the Retail/Office (C-3) zoning district. West of the property is a homestead within the Low Density Single-Family (SF-2) residential zoning district. North of the property are commercial and residential uses within the City of Schertz. The remaining surrounding property is zoned C-3. The applicant is proposing a three-story Convenience Storage business as part of a large-scale commercial development on the full 12-acre property. The applicant has revised their application, reducing the area of the CUP from 7.38 to 3.93 acres out of the approximately 12-acre property. This revision removes the drive-up storage area in the rear of the property. The revised CUP encompasses the three-story building, which is expected to house 850-900 storage units.

PUBLIC NOTICE:

Notice was published within the local newspaper (Seguin Gazette) on July 21, 2024, and the [City Website](#). Individual letters were sent by mail to 24 property owners within 200' of the site. To date, staff has received two (2) in favor of and zero (0) in opposition. Public Hearings are scheduled on August 14, 2024 (Planning & Zoning Commission), and on August 27, 2024 (City Council). Approval/Disapproval of the zoning ordinance is tentatively scheduled for the September 10, 2024, City Council meeting.

STAFF CONCLUSIONS:

Staff recommends, should Council approve the CUP for Convenience Storage use for property located at 21105 Old Wiederstein Road, that it be subject to the following conditions:

1. Site Plan – A site plan in compliance with UDC Sec. 12.3.2 must be submitted for review and shall not substantially deviate from the concept plan approved with the CUP.
2. Building & Fire Codes – Applicant must comply with all Building and Fire Code requirements.
3. Permits & Inspections – All required building permits and Certificate of Occupancy must be obtained. All permit applications submitted for this property are subject to the requirements of the Code.
4. Additional Uses – No other conditional uses are allowed under this conditional use permit.
5. Recordation of Plat – A subdivision plat must be submitted for review and approval with the City of Cibola and recorded upon completion.
6. Retail/Office (C-3) Regulations - All regulations of the Retail/Office (C-3) Zoning District, other than those amended by the Conditional Use Permit, apply to the Property.
7. Review fees - All fees associated with the review and processing of the application must be paid in full.

CITY COUNCIL ACTION:

1. **Approve** the requested CUP for a Convenience Storage use for property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC.
2. **Approve** the requested CUP for a Convenience Storage use for property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC, *and any additional conditions City Council may require.*
3. **Deny** the requested CUP for Convenience Storage use, *with findings.*

STAFF ANALYSIS:

Unified Development Code (UDC) Section 4.3.2 – Conditional Use Permit Approval Considerations

A CUP is intended to provide some flexibility to traditional zoning by offering a mechanism to balance specific site constraints and development plans with the larger interest of the community and the integrity of the UDC. An application for a CUP follows the same process as a Zoning Map Amendment Process (rezoning). The Permit, if granted, may include conditions placed upon the development of the property. The Planning & Zoning Commission and City Council shall consider the following, at a minimum, in conjunction with its deliberations for approval or denial of the application and the establishment of conditions: *(for reference, [UDC](#) and [Comprehensive/Master Plan](#))*

A. Consistency with the Comprehensive Master Plan;

Comprehensive/Master Plan – Future Land Use Categories – Commercial

Appropriate Land Use Types: The appropriate primary and secondary uses allowed in areas designated as neighborhood commercial include all the commercial and civic uses set out in Retail / Office (C-3) or General Commercial (C-4) districts in the City's Code of Ordinances. Primary uses allowed in the neighborhood or transitional residential future land use categories could be considered as long as they were part of a larger planned unit development and comprise no more than 25 percent of the land area devoted to the entire development.

Compatible Zoning Districts (P.46 from Comp Plan):

Retail/Office (C-3) | General Commercial (C-4) | Planned Unit Development (PUD)

STAFF FINDING: Convenience Storage use is allowed with a CUP and by right within the C-3 and C-4 zoning districts, respectively, which complies with the appropriate land use types called out in the Comprehensive Master Plan for Commercial land uses. Therefore, the requested CUP is consistent with the Comprehensive Master Plan.

B. Conformance with applicable regulation in this UDC and standards established by the UDC;

Comprehensive/Master Plan – Future Land Use Categories – Commercial

Intent & Character – The commercial future land use category is intended for areas that will be developed to support local and regional nonresidential businesses that rely on higher traffic volumes. In this regard, these areas are primarily located along collector or arterial roadways such as I-10 and I-35, FM 78 and 1103, Cibolo Valley Drive, and the non-downtown areas of Main Street. These areas are typically comprised of nonresidential uses of varying lot sizes and intensities and configured in a manner that predominantly serves the automobile. While these areas will always be auto-oriented, there is room for improved pedestrian and bicycle accommodation and higher quality development.

STAFF FINDING: The Zoning Map Amendment will promote the health, safety, or general welfare of the City and the safe and orderly development of the City as it complies with the intent of the Comprehensive Master Plan for Commercial land use types.

C. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk, scale, setbacks and open spaces, landscaping and site development, and access/circulation.

UDC Section 14.O.13 General Retail/Office

a. Intent – The Retail/Office District establishes a broad range of business operations, services and commercial development requiring arterial or collector street access. This district is intended for a variety of office, institutional and indoor retail uses that are designed to make the most efficient use of existing infrastructure and provide for orderly transitions and buffers between districts and uses. This district should facilitate economic development activities that will strengthen neighborhoods; promote the development of targeted industries and provide community balance; provide educational and employment opportunities; and encourage local economic investment for citizens of Cibolo.

b. Permitted uses – general retail, office and service uses

c. Specific uses – subject to Site Plan approval, completely enclosed general retail, office and service uses

Lot Area	Lot Width	Front Setback	Rear Setback	Side Setback	Max Impervious Coverage	Maximum Height
N/A	70'	25'	15'	15'	75%	45'

STAFF FINDING: The UDC provides lot design guidelines within the Retail/Office (C-3) Zoning District that are designed in scale for compatibility with surrounding commercial developments. The proposed use would be compatible with abutting sites since the applicant property is located within a developing commercial area.

D. Potential unfavorable impacts on existing or permitted uses on abutting sites, the extent that such impacts exceed those which reasonably may result from use of the site by a permitted use;

UDC Section 13.2 Uses allowed by right and with a Conditional Use Permit (CUP).

C-3 uses allowed by right	C-3 allowed with CUP
Administrative and Business Offices	Automotive Rentals
Administrative Services	Automotive Service Station *
Artisan Sales	Commercial Off-street Parking
Artisan/ Culinary Classes (Specialty Classes)	Concrete/Asphalt Batching Plant (Temporary)
Bar/Micro Brewery **	Farmers Market
Business Services	Food Truck, Park

Business Support Services	Indoor Gun Range
Clinic	Laundry Services, Laundry Mat
Club or Lodge	Pawn Shop
Consumer Repair Services	Research and Development Services
Cultural Services	Transportation Terminal
Day Care Services (General Commercial)	Warehousing and Distribution
Day Care Services (Group)	a.) Convenience Storage
Financial Services	Winery/Production Brewery
Fitness Studio/ Health Spa	
Food Sales; Grocery	
Food Truck, Ancillary	
General Retail Sales, Neighborhood Scale	
Health Care Offices	
Laundry Services: Dry Cleaning	
Life Care Services *	
Local Utility Services	
Outdoor Sports and Recreation (Light)	
Personal Services	
Pet Services	
Postal Facilities	
Professional Office	
Restaurant, Convenience	
Restaurant, Neighborhood	
Safety Services	
Veterinary Services	
Amusement Center	
Automotive Washing	
Automotive; Minor Repairs/Service	
Big Box Store *	
Building Maintenance Services	
Business or Trade School	
College and University Facilities	
Community Treatment Facility *	
Convalescent Services	
Funeral Services	
General Retail Sales, Regional *	
Hospital Services	
Hotel-Motel	
Ice Dispensing; Portable Building/Structure *	
Indoor Entertainment	
Indoor Sports and Recreation	
Liquor Store **	
Local Convenience Store (With Fuel Sales)	

Local Convenience Store (Without Fuel Sales)	
Restaurant, Fast Food	
Service Station *	
Tire Dealer (No Open Storage)	

*Subject to supplemental use regulations of UDC Article 6.

STAFF FINDING: The proposed Convenient Storage use is compatible with other uses permitted by the C-3 district. Staff does not foresee unfavorable impacts as a result of approving the CUP. The applicant will have to comply with all UDC regulations, including parking and landscape buffer requirements to further mitigate unfavorable impacts.

E. Modifications to the site plan which would result in increased compatibility or would mitigate potentially unfavorable impacts or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals and general welfare.

Comprehensive/Master Plan – Future Land Use Categories – Commercial

Moving Forward - New commercial development should be located and take access from an arterial roadway, or a newly constructed collector roadway that is appropriately designed to handle larger traffic volumes. New commercial development should include improved standards for building form and architecture, buffering, landscaping, and signage. Minimum lot sizes should not be needed provided that all other minimum requirements (e.g., parking, landscaping, setbacks, etc.) are met without the need for a variance. Bicycle and pedestrian accessibility and safety should be considered in new development, including connecting sidewalks from the right-of-way to the front door and the addition of bike racks.

STAFF FINDING: The proposed Convenience Storage use conforms with all applicable regulations as well as the intent of the Comprehensive Master Plan. Additional standards must be adhered to, including a landscape buffer in compliance with UDC Sec. 17.1.L.1 along the west property line adjacent to the SF-2 zoning district. Requirements are as follows:

A non-residential or multi-family use adjacent to, or directly facing, a single-family zoning district shall provide a minimum twenty (20') foot landscape buffer adjacent to the property line of the residential use or residentially zoned property.

Landscape buffer trees:

A minimum of one (1) large tree shall be planted for each forty linear feet (40'), one (1) medium tree every thirty linear feet (30'), one (1) small tree every twenty (20') linear feet, or any combination thereof, within landscape buffer.

Landscape buffer shrubs:

A minimum of ten (10) shrubs shall be planted for each forty (40') linear feet of landscape buffer. Buffer shrubs shall be evergreen or similar, a minimum of eighteen (18") inches in height at time of planting and of a variety that can be expected to reach four to five (4-5) feet in height within three (3) to five (5) years of initial planting.

All other areas within the landscape buffer shall be covered with grass or another solid vegetative cover approved at the time of Site Plan approval. The buffer wall standards below shall also be applicable.

F. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use.

STAFF FINDING: Staff do not foresee major impacts to traffic as a result of granting the CUP, as Convenience Storage use does not typically generate a large amount of traffic. A Traffic Impact Analysis (TIA) during the platting and site plan processes to determine the true impact and how the applicant plans to mitigate unfavorable impacts

Strategic Economic Development Plan

The recently approved Strategic Economic Development Plan provides suggestions about site analysis of different areas in the City. This property is in the I-35 Corridor area. The potential development of this land is found under Mid-term Strategies. For the area along FM 1103, it describes a "Scaled Development Approach" as follows:

Given Cibolo's limited availability of assets with access to I-35, it's paramount to maximize the economic potential of these remaining vacant parcels. These parcels located along 1103 are ideally suited for a town-center style development, designed to infuse energy into the area without sacrificing the community's character. To this point, RKG Associates highly recommends these parcels be developed through a scaled-down approach. This involves concentrating the highest density development along the frontage of 1103 while decreasing the development density moving away from 1103. Configured within these decreasing densities would include transitional housing types, such as townhomes and missing middle housing typologies (e.g., duplexes, triplexes, cottage homes...).

The depth of these parcels from 1103 enable this scaled approach to development. A design concept would entail 5-6 story mixed-use buildings fronting 1103 with ground floor commercial (and potentially second floor office) with medium density residential behind these buildings and scaling back to patio homes or cottage-style single family homes as you get closer to the Warbler Woods Bird Sanctuary. The intent of this approach is to maximize the commercial opportunities for Cibolo (retail/service, job creation) in a manner that is supported through better walkability and increased market demand. This concept also diversifies the city's housing supply with a range of ownership (cottage homes, townhouses) and rental properties that can appeal to a variety of senior and working-aged households.

Attachments

[Ordinance](#)

[Application](#)

[Site Plan](#)

[Property Map](#)

[Response F.1](#)

[Response F.2](#)

[Applicant Presentation](#)

[Economic Impact Assessment.pdf](#)



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR 12.7630 ACRES OF REAL PROPERTY LOCATED AT 21105 OLD WIEDERSTEIN ROAD TO ALLOW FOR CONVENIENCE STORAGE; IMPOSING CONDITIONS ON SUCH CONDITIONAL USE; DECLARING COMPLIANCE WITH APPLICABLE STATE AND LOCAL LAWS; PROVIDING FOR SEVERABILITY, REPEAL, SAVINGS, PUBLICATION AND CODIFICATION; DECLARING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS CONDUCTED IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, Texas Local Government Code Section 211.002 authorizes the City of Cibolo ("City"), as a home rule municipality, to adopt, repeal or amend zoning district boundaries and regulations in order to promote the public health, safety and general welfare of the City; and

WHEREAS, the City has adopted such regulations as codified in the City's Unified Development Code ("UDC"); and

WHEREAS, David Marbach ("Owner") owns approximately 12.7630 acres of land within the corporate limits of the City, composed of one parcel, described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC, and generally located at 21105 Old Wiederstein Road ("Property"); and

WHEREAS, the Property presently has a zoning classification of C-3, Retail/Office; and

WHEREAS, Section 4.3.1.5 of the UDC allows for this land use; and

WHEREAS, the Owner's representative Jonathan McNamara, Matkin Hoover Engineering has submitted to the City an application for a CUP to allow for a Convenience Storage use on the Property; and

WHEREAS, the City Council finds that, pursuant to Sections 4.3.2, said application was submitted to the City with proof of ownership and authorization to file such application; and

WHEREAS, the City Council finds two public hearings were held for the purpose of providing all interested persons the opportunity to be heard concerning the proposed CUP to allow for a Convenience Storage use on the Property; in accordance with state and local law; and

WHEREAS, the City Council finds legal notice, notifying the public of both public hearings on the consideration of the requested CUP, was posted on the City's official website and published in the Seguin Gazette, a newspaper of general circulation in the City, in accordance with state and local law; and

WHEREAS, the City Council finds written notice of the aforementioned public hearings before the Planning and Zoning Commission and the City Council were sent to each owner of real property within 200 feet of the subject property of this requested CUP, as indicated on the most recently approved municipal tax roll of the City, in accordance with applicable state and local law; and

WHEREAS, the City Council finds the Planning and Zoning Commission, after due consideration of the requested CUP, including all matters specified in Section 4.3.2 of the UDC, issued its recommendation regarding the CUP to the City Council in accordance with state and local law; and

WHEREAS, the City Council finds that the Planning and Zoning Commission found 1) the proposed use is in accord with the objectives of the UDC and the purposes of the district in which the property is located, 2) the proposed use will comply with all of the applicable provisions of the UDC, 3) the proposed use and site development, together with any modifications applicable thereto, will be completely compatible with existing or permitted uses in the vicinity, 4) the conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and ensure compatibility with existing or permitted uses in the same district and the surrounding area, and that the prescribed zoning standards ensure proper mitigation of identified impacts by recommending stricter standards where necessary, 5) the Commission gave due consideration to all technical information supplied by the applicant and 6) the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity, and the City Council adopts these findings as its own; and

WHEREAS, the City Council, having considered the request for CUP, desires to approve the CUP for Convenience Storage.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS:

SECTION 1. Incorporation of Recitals. The City Council finds the recitals in the preamble of this Ordinance are true and correct and incorporates them as findings of fact.

SECTION 2. Description of Property. The Property described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC is depicted in **Exhibit A** attached hereto and incorporated herein for all purposes.

SECTION 3. CUP Granted. A CUP for the conditional use of Convenience Storage for the Property is hereby granted. Such CUP is subject to all applicable federal, state or local laws or regulations, including the City Code and the UDC, and the following conditions:

- a. Site Plan. A site plan in compliance with UDC Sec. 12.3.2 must be submitted for review and shall not substantially deviate from the concept plan approved with the CUP.
- b. Building & Fire Codes – Applicant must comply with all Building and Fire Code requirements.
- c. Permits and Inspections. Any and all required building permits and a valid Certificate of Occupancy must be obtained by the owner/applicant. All permit applications submitted for this property are subject to the requirements of the City Code, and the City shall inspect the Property in compliance with City ordinances. No use of the property shall be allowed prior to the issuance of a Certificate of Occupancy.
- d. No Additional Uses. No other conditional uses are allowed under this CUP.
- e. Expiration. This CUP shall expire and shall not be valid upon any of the following circumstances: 1) upon the expiration of two years from the effective date of this Ordinance, provided a Certificate of Occupancy has not been issued for this CUP use; 2) upon cessation of Convenience Storage use for a period of time of three (3) months or greater after issuance of a Certificate of Occupancy; or 3) upon a change in ownership of the Property
- f. Recordation of Plat – A subdivision plat must be submitted for review and approval with the City of Cibolo and recorded within 30 days of completion.
- g. Retail/Office (C-3) Regulations - All regulations of the Retail/Office (C-3) Zoning District, other than those amended by the Conditional Use Permit, apply to the Property.
- h. Review fees - All fees associated with the review and processing of the application must be paid in full within 30 days of this conditional approval.

SECTION 4. Zoning Map Amendment. The Zoning Map of the City of Cibolo is hereby amended to reflect the CUP as created by this Ordinance.

SECTION 5. Declaration of Compliance. The City Council finds that all required public notices for consideration of the CUP have been properly issued and all required public hearings have been properly conducted.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal by final judgment of a court of competent

authority, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and ordained all the remaining portions of this Ordinance without the inclusion of such portion or portions found to be unconstitutional or invalid.

SECTION 7. Repeal. All resolutions, ordinances, or parts thereof conflicting or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other resolution, code or ordinance of the City, or parts thereof, the terms and provisions of this Ordinance shall govern.

SECTION 8. Savings. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances which have accrued at the time of the effective date of this Ordinance; and such accrued violations and litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9. Publication and Codification. The City shall publish this Ordinance in the newspaper designated as the official newspaper of the City twice as required by Section 3.13(3) of the City Charter. This Ordinance will be codified in the Cibolo Code in the next appropriate update.

SECTION 10. Open Meeting Compliance. The City Council finds that the meeting at which this Ordinance passed was conducted in compliance with the Texas Open Meetings Act.

SECTION 11. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance. Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2000.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense. Each day on which any violation of this Ordinance occurs shall constitute a separate offense.

SECTION 12. Effective Date. This Ordinance will become effective within the corporate city limits of the City of Cibolo upon the required newspaper publication.

ORDERED on this ____ day of October 2024.

Mark Allen, Mayor

ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney



City of Cibolo
 Planning Department
 201 Loop 539 W/P.O. Box 826
 Cibolo, TX 78108
 Phone: (210) 658 - 9900

UNIVERSAL APPLICATION - CONDITIONAL USE PERMIT

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Please use a separate application for each submittal.* Your application will not be accepted until the application is completed and required information provided.

Project Name: Old Wiederstein Rd Self Storage

Total Acres: 7.38 Survey Name: 0 Old Wiederstein Road Abstract No.: 277

Project Location (address): 0 Old Wiederstein Rd, Cibolo, TX

Current Zoning: C3 Overlay: None Old Town FM 78

Proposed Zoning: C3 # of Lots: 1 # of Units: 1

Please Choose One: Single-Family Multi-Family Commercial Industrial
 Other

Current Use: Undeveloped Total Proposed Square Footage: 97,736.49sf

Proposed Use: Self Storage Units (Commercial/Industrial only)

Applicant Information:

Property Owner Name: David S. Marbach

Address: 21001 OLD WIEDERSTEIN RD City: Cibolo

State: Texas Zip Code: 78108 Phone: (210) 323-2598

Email: dmarbach83@yahoo.com Fax: N/A

*Applicant (if different than Owner): MatkinHoover Engineering (Jonathan McNamara)

* Letter of Authorization required

Address: 8 Spencer Rd Suite 100 City: Boerne

State: TX Zip Code: 78006 Phone: (830) 249-0600

Email: groupjon@matkinhoover.com Fax: N/A

Representative: MatkinHoover Engineering (Jonathan McNamara)

Address: 8 Spencer Rd Suite 100 City: Boerne

State: TX Zip Code: 78006 Phone: (830) 249-0600

Email: groupjon@matkinhoover.com Fax: N/A

Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application.

Jonathan McNamara

Owner or Representative's Signature

Jonathan McNamara

Typed / Printed Name

State of Texas

County of Kendall

Before me, Jessika Prem Saltamachia, on this day personally appeared
 Name of Notary Public

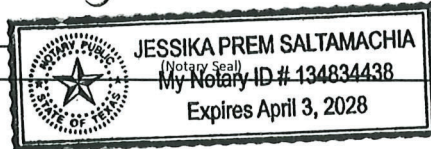
Jonathan McNamara, to be the person(s) who is/are subscribed to the
 Name of signer(s)

foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of July 2024.

Jessika Prem Saltamachia

Notary Public Signature



City of Cibolo Use Only
Total Fees
Payment Method
Submittal Date
Accepted by
Case Number

July 2, 2024

City of Cibolo Planning Department
201 W Loop 539
Cibolo, Texas 78108

Re: Old Wiederstein – Narrative of Application Request – Conditional Use Permit
MatkinHoover Job No. 3402.00

Dear City Staff,

This letter serves to accompany the Conditional Use Permit for Old Wiederstein site in Cibolo Texas. After evaluating the site conditions, topography, adjacent development, and depth of lot, it has been determined there is sufficient demand to propose a Conditional Use Permit for the proposed site plan area (attached).

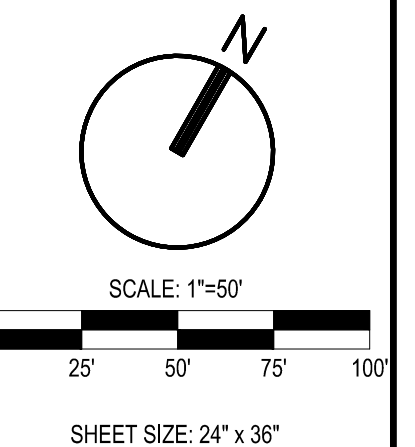
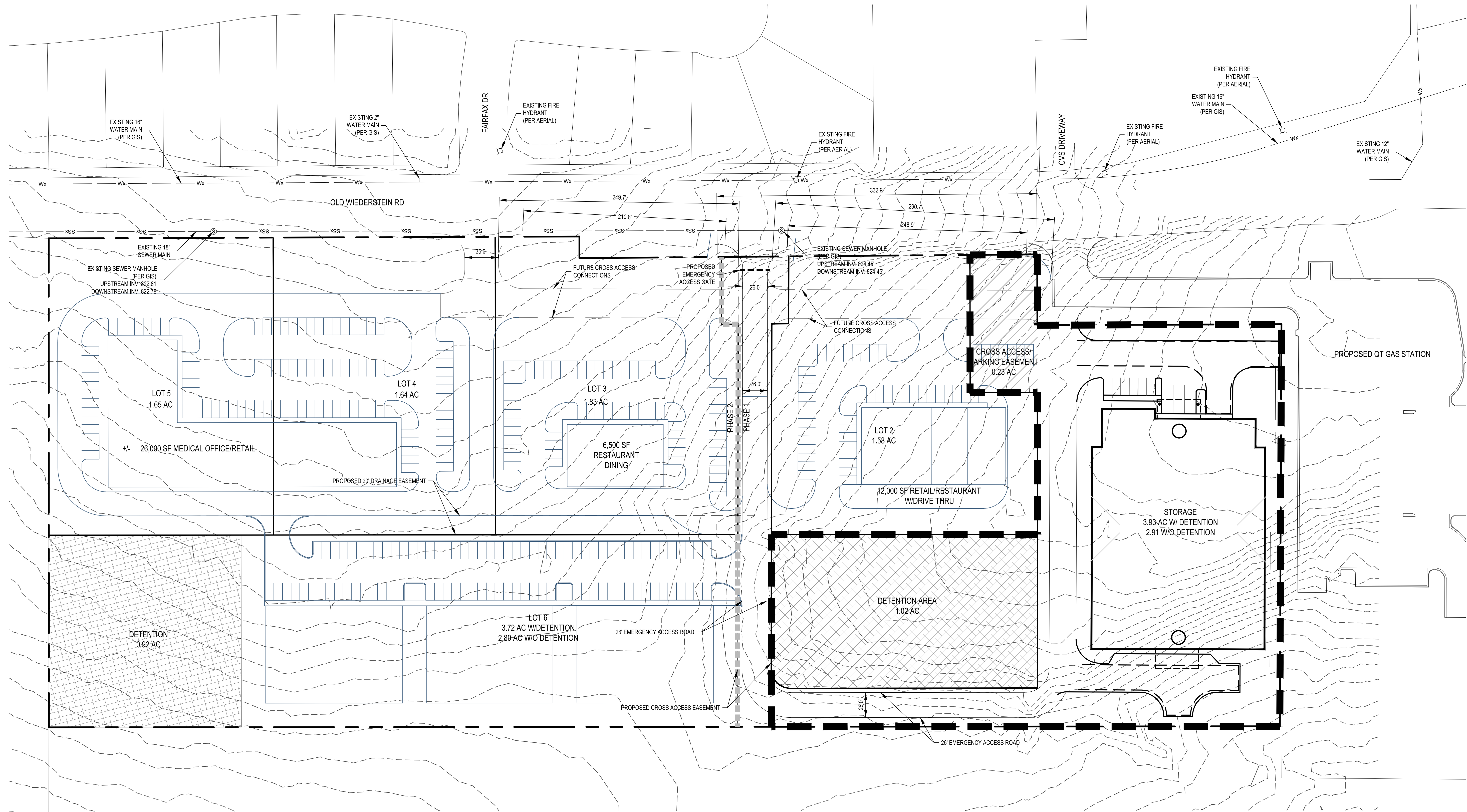
It can be seen that within the attached package, the subject property will include a proposed three-story self-storage unit with some element of larger drive-up self-storage units in the back of the building, along with an interior single-story drive-up climate-controlled building in the rear portion of the subject property. This allows only for pursuance of the Conditional Use Permit for C3 in the proposed zoning case with the city. Notably, in the attached revised Site Plan, the proposed area will have excellent screening from both the front future retail as well as for the property behind located in the back. Please see the entire plan as a unit that can work in continuity to further provide services and availability for the growing demand

Should you or your staff have questions, comments, or require additional information, please feel free to contact our office.

Sincerely,
Matkin Hoover Engineering & Surveying
TBPE Firm Registration No. F-4512



Jonathan McNamara, EIT
Assistant Project Manager



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REVISIONS:

NO.	DESCRIPTION

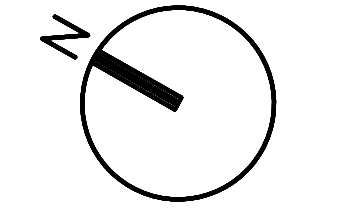
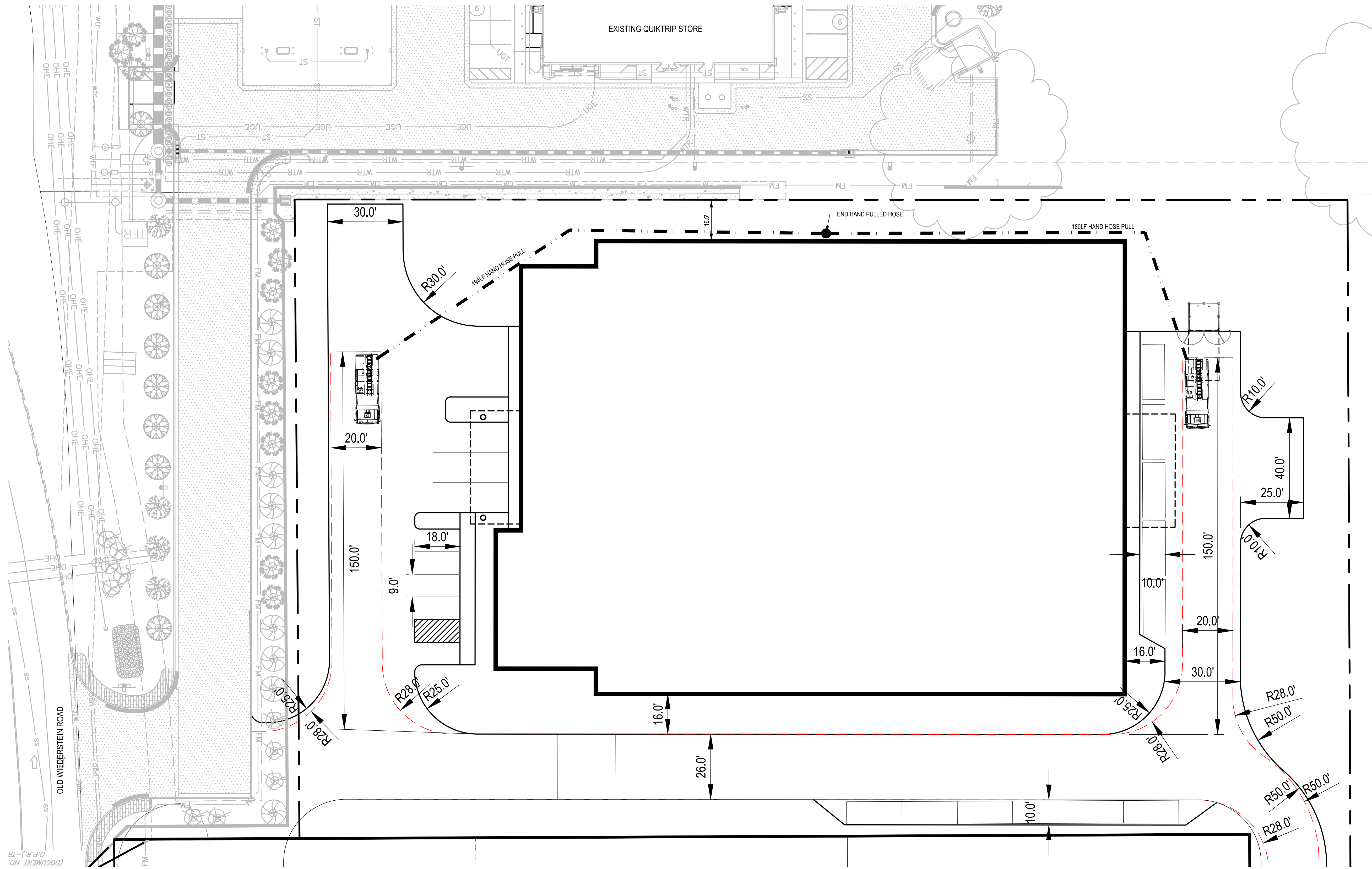
MATKINHOOPER
ENGINEERING & SURVEYING

3305 SHELL ROAD SUITE 100
BOURNE, TEXAS 78006
OFFICE: 512.868.2244
CONTACT: M@MATKINHOOPER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-1002400

SITE PLAN FOR
OLD WIEDERSTEIN STORAGE
CIBOLO, TEXAS

FIG 1.2

JOB NO.	3402.00
DESIGNED BY:	_____
DRAWN BY:	_____
CHECKED BY:	_____
SHEET #	_____



SCALE: 1"=20'
 SHEET SIZE: 24" x 36"

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REVISIONS:

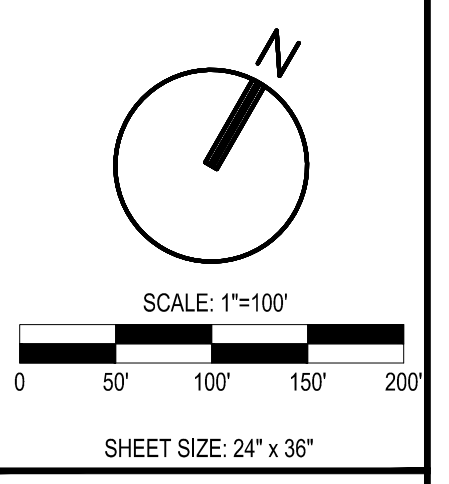
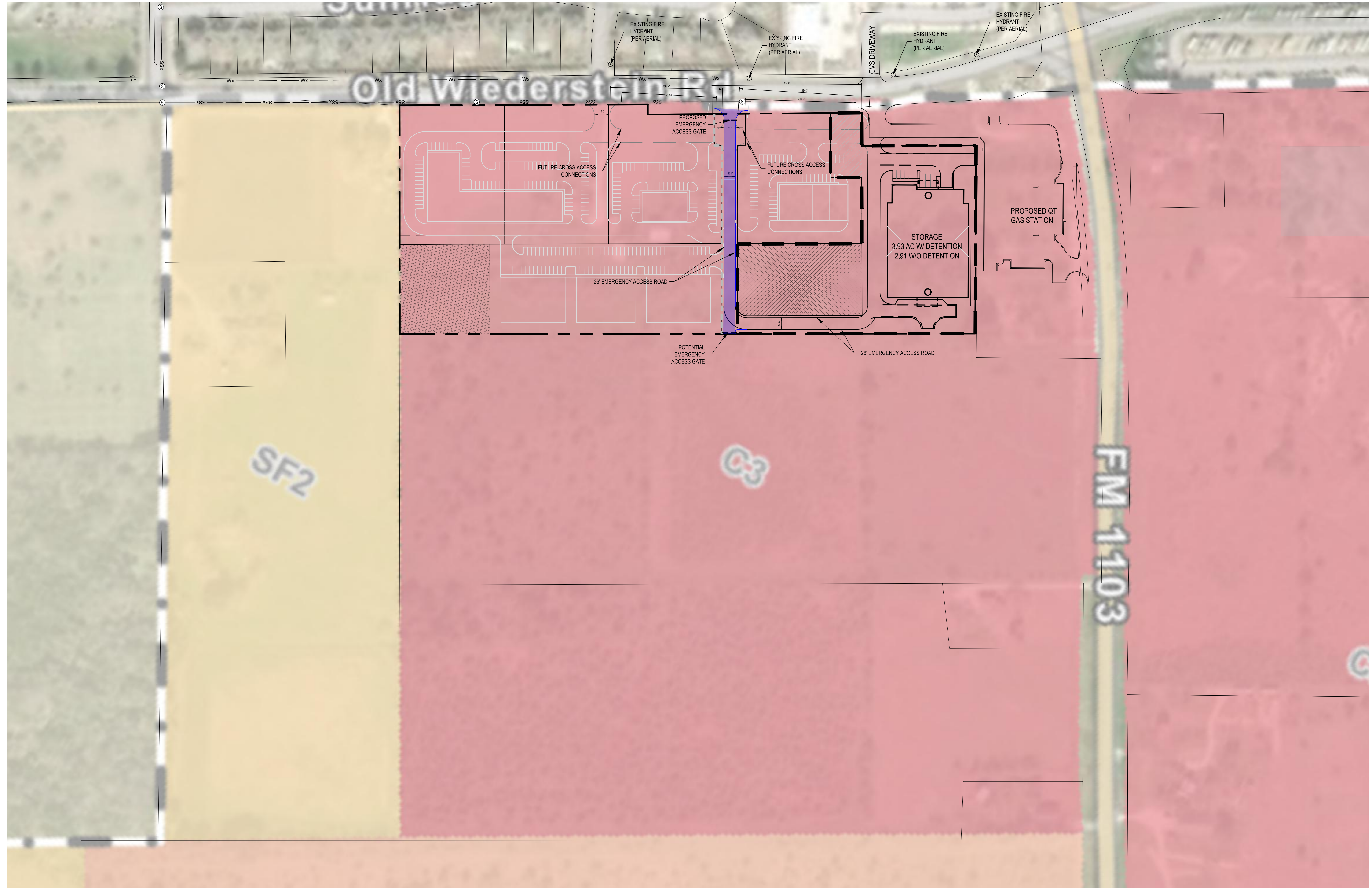
MATKINHOOVER
 ENGINEERING & SURVEYING
 3305 SHELL ROAD SUITE 3
 BOERNE, TEXAS 78006
 CONTACT: 817.868.2244
 OFFICE: 817.868.2244
 TEXAS REGISTERED ENGINEERING FIRM F-004513 SURVEYING FIRM F-1002400

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

SITE PLAN FOR
 OLD WIEDERSTEIN STORAGE
 CIBOLO, TEXAS

CS101

JOB NO.	3402.00
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
SHEET #	



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REVISIONS:

NO.	DATE	DESCRIPTION

MATKINHOOVER
ENGINEERING & SURVEYING

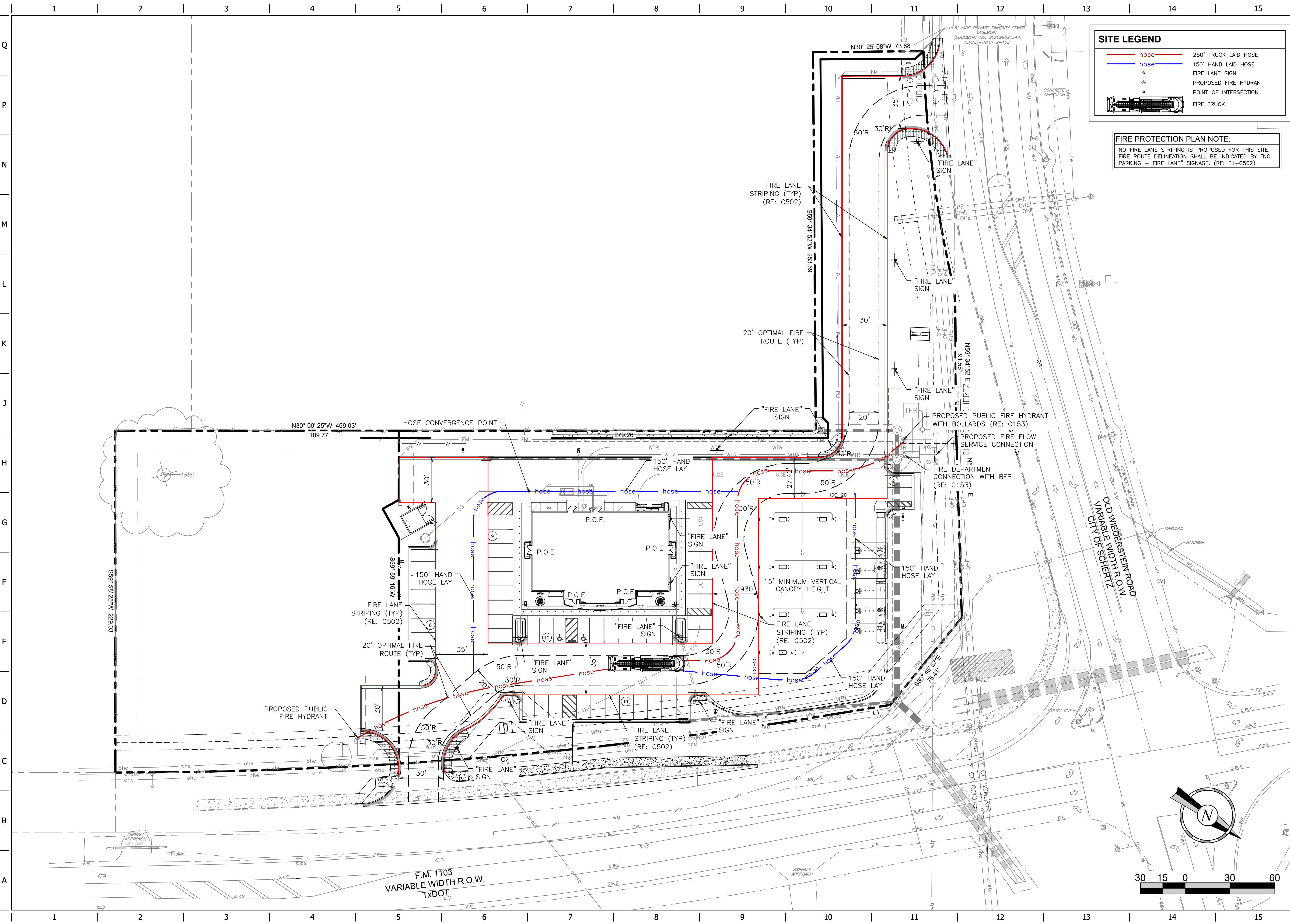
3305 SHELL ROAD SUITE 3
BOURNE, TEXAS 78006
CONTACT: 361.868.2244
WWW.MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004512 SURVEYING FIRM F-1002400

FIRE ACCESS EXHIBIT
FOR
OLD WIEDERSTEIN STORAGE
CIBILO, TEXAS

FIG 1.3

JOB NO.	3402.00
DESIGNED BY:	_____
DRAWN BY:	_____
CHECKED BY:	_____
SHEET #	_____

FILE LOCATION: Z:\PROJECTS\QUIKTRIP\4031 - QuikTrip Store 4031 - FM 1103 & Old Wiedenstein, Cibola\032-4031 Cit.dwg TAB NAME: Fire Protection USER: mmccabe SAVED: 12/14/2023 3:43 PM PLOTTED: 12/14/2023 3:43 PM



SITE LEGEND

- hose 250' TRUCK LAID HOSE
- hose 150' HAND LAID HOSE
- FIRE LANE SIGN
- PROPOSED FIRE HYDRANT
- POINT OF INTERSECTION
- FIRE TRUCK

FIRE PROTECTION PLAN NOTE:
 NO FIRE LANE STRIPING IS PROPOSED FOR THIS SITE. FIRE ROUTE DELINEATION SHALL BE INDICATED BY "NO PARKING - FIRE LANE" SIGNAGE. (RE: F1-C502)

PROJECT NO.: 4031.01

MATKINHOOPER
 ENGINEERING
 & SURVEYING

8 SPENCER ROAD SUITE 100
 BURENE, TEXAS 76008
 CONTACT: JVA@MATKINHOOPER.COM
 P: 817-496-5200
 F: 817-496-5200

QuikTrip No. 4031
 2979 FM 1103
 CIBOLO, TX

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 ANY UNAUTHORIZED USE, REPRODUCTION,
 PUBLICATION, DISTRIBUTION, OR SALE IN
 WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE:	P-114 (pending)
DIVISION:	82
VERSION:	001
DESIGNED BY:	JJV
DRAWN BY:	MJM
REVIEWED BY:	GSC




REV	DATE	DESCRIPTION

SHEET TITLE:
FIRE PROTECTION & PREVENTION PLAN

SHEET NUMBER:
C101
 10 OF 68

ORIGINAL ISSUE DATE:

Property Information Map 21105 Old Weiderstein Rd

-  Property of Interest
-  City of Cibolo Sewer Service Area
-  Neighborhood Commercial (C1)
-  Retail / Office (C3)
-  Low Density Single-Family Residential (SF2)
-  Parcel Boundries

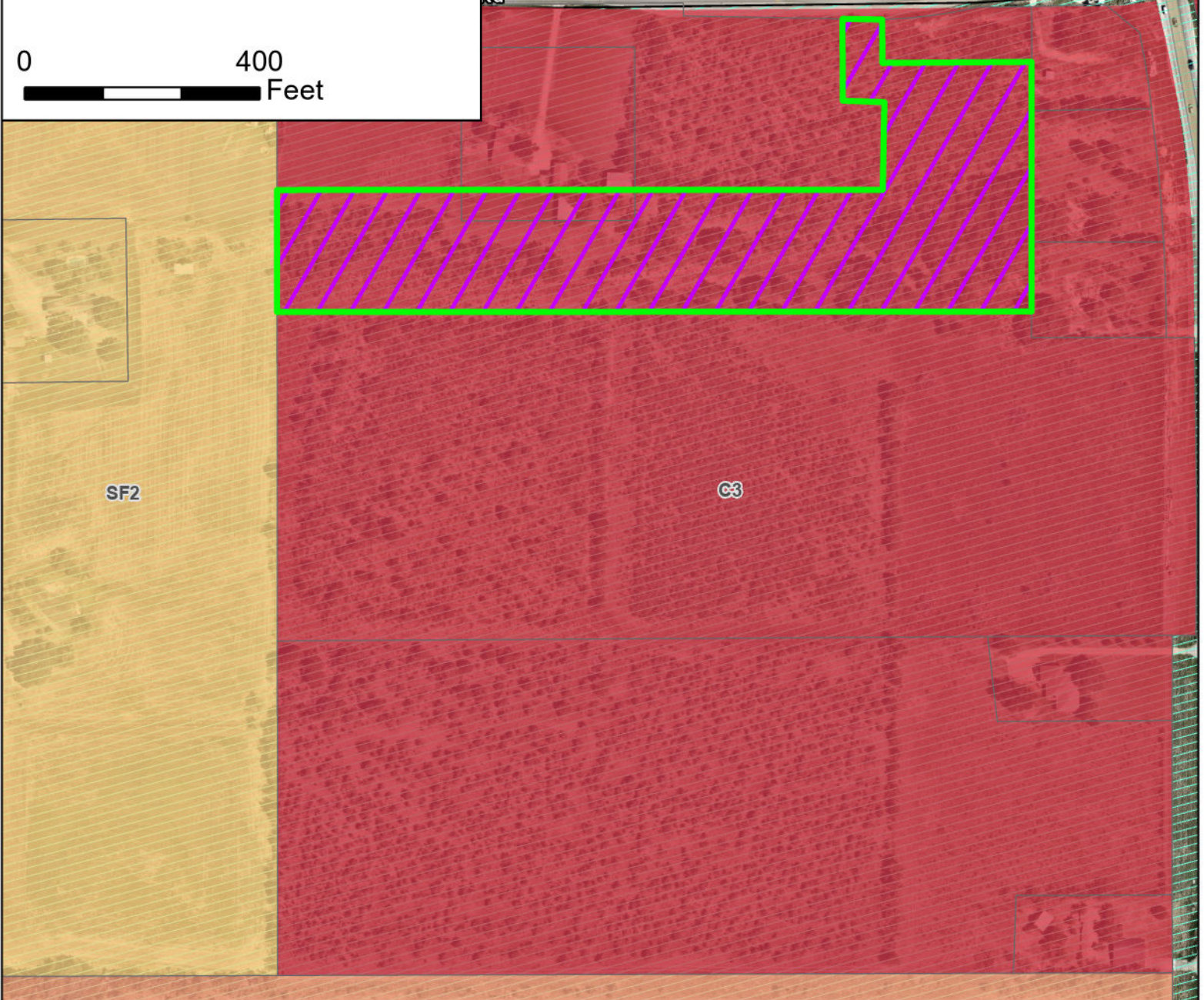
Water Service: GVSUD

Sewer Service: City of Cibolo

Council District: 5

Zoning: Retail / Office (C3)

0 400
Feet





Notice of Conditional Use Permit Petition



July 16, 2024

Dear Property Owner,

In accordance with the Texas Local Government Code and the City of Cibolo Unified Development Code, you are receiving this official Notice of Conditional Use Permit Petition.

The purpose of this letter is to make you aware of a Conditional Use Permit request for your property and provide you an opportunity to voice your opinion about the Conditional Use Permit. Your opinion matters.

In accordance with Cibolo Code of Ordinances, the Cibolo Planning and Zoning Commission will hold a public hearing on **Wednesday, August 14, 2024 at 6:30 p.m.** at the **Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas**, and the Cibolo City Council will hold a public hearing on **Tuesday, August 27, 2024 at 6:30 p.m.** at the **Council Chambers of the City Hall located at 200 South Main Street, Cibolo, Texas.**

The Conditional Use Permit proposal is as follows:

The purpose of both meetings is to hear public testimony regarding a Conditional Use Permit to allow a Convenience Storage use for 7.38 acres out of 12.7630 acres tract of certain real property located at 21105 Old Wiederstein Road, legally described as ABS: 277 SUR: J N RICHARDSON 12.7630 AC.

Applicant: Jonathan McNamara, MatkinHoover Engineering and Surveying

Sincerely,
Lindsey Walker, CNU-A
Planner
lwalker@cibolotx.gov

REPLY NOTICE (CUP-24-04)

Name (please print): David Marbach

Address (In relation to Map Exhibit): 21001 Old Wiederstein

You or your representatives may attend either or both public hearings. In order to officially register your support or opposition to the Conditional Use Permit you must sign and return this form **prior to the scheduled public hearing** by one of the following options:

US MAIL:	City of Cibolo, Attn: Planning Department, 200 S Main Street, Cibolo, TX 78108
IN PERSON:	City Hall Annex: 201 W Loop 539, Cibolo, TX, 78108 (Mail NOT accepted at this address)
EMAIL:	Take a photo or scan it to planning@cibolotx.gov

In Favor Opposed

Comments:

Signature: *David Marbach*

Date: 7/21/24

1103 Ventures LLC
34 Three Lakes Drive
San Antonio, Texas 78248
Ph (210) 268-5725

Date: September 26, 2024

Re: Conditional Use Permit for proposed 3-story self-storage on Old Wiederstein Rd. behind the future Quik Trip convenience store planned at the corner of FM 1103 and Old Wiederstein Rd.

To: The Honorable Mayor and Councilmembers of the City of Cibolo, Texas


I am the authorized representative of 1103 Ventures LLC, which owns the approximately 19 acre property situated next to the future Quik Trip and their excess pad site on FM 1103. The 19 acre property also is adjacent to and situated behind the David Marbach property that fronts on Old Wiederstein Rd. I met with Mr. Jeff Eckols of Intergold Investments, LLC, the developer involved in the above referenced zoning case, and he provided me a copy of his CUP presentation and we discussed the proposed development in detail.

This letter evidences the unconditional support of 1103 Ventures LLC for the proposed Conditional Use Permit to allow for the 3-story self-storage project. 1103 Ventures LLC believes it is an appropriate location and use for that portion of the David Marbach property. Additionally, as part of the platting and proposed self-storage development, Mr. Eckols has offered to provide our 19-acre property with an easement to access the Emergency Fire Access Driveway shown in his CUP Presentation. This will enhance our ability to develop our 19-acre property since we will then have emergency fire access available from both Old Wiederstein Rd. as well as from our frontage on FM 1103. This is logical for everyone since the proposed fire lane is already designed to extend to the back of David Marbach property and all that will be needed is an additional emergency gate between our 19-acre property and the back of the David Marbach property.

1103 Ventures LLC strongly recommends the approval of the Conditional Use Permit and requests that you vote in favor of the above referenced Conditional Use Permit.

Sincerely,

1103 Ventures LLC

By: 
Printed Name: VISHNU VENUDATALI
Title: OWNER PARTNER / AGENT

Acknowledged by:
Intergold Investments, LLC


Jeff Eckols, Manager

Jeff Eckols
Intergold Investments, LLC
jeckols@gmail.com
(210) 386-7686

Cibolo Self-Storage CUP

21001 Old Wiederstein Road, Cibolo, TX 78108



- Guadalupe County: 14.76 +/- acres
- Property ID: 69856 & 69857
- Proposed 3-story 123,750 GSF climate-controlled Storage building
- 19,956 cars per day on FM1103
- Population over 48,328 within 3 miles; 90,617 within 5 miles
- Strong market demographics and development in the market area

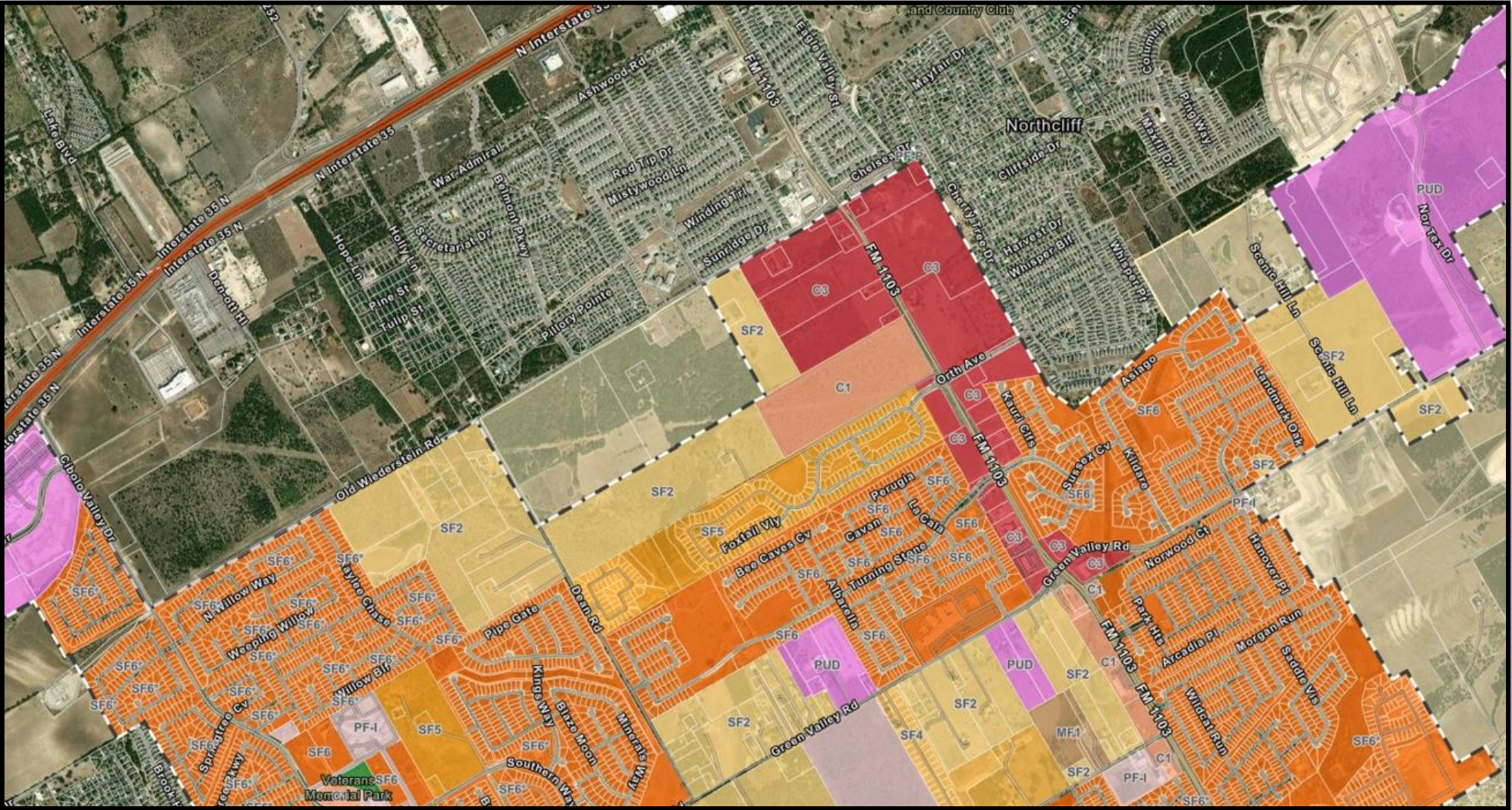
Area Retail Map



Property Appraiser Map



Cibolo Zoning Map



Cibolo Zoning Map



STRATEGIC ECONOMIC DEVELOPMENT PLAN

City of Cibolo, Texas



Prepared by:

RKG
ASSOCIATES INC

RKG Associates, Inc.
Economic, Planning and Real Estate Advisors

2121 Eisenhower Avenue, Suite 402
Alexandria, VA 22314
Tel: 703.739.0965
www.rkgassociates.com



I-35 Corridor

Map 3: Opportunity Sites

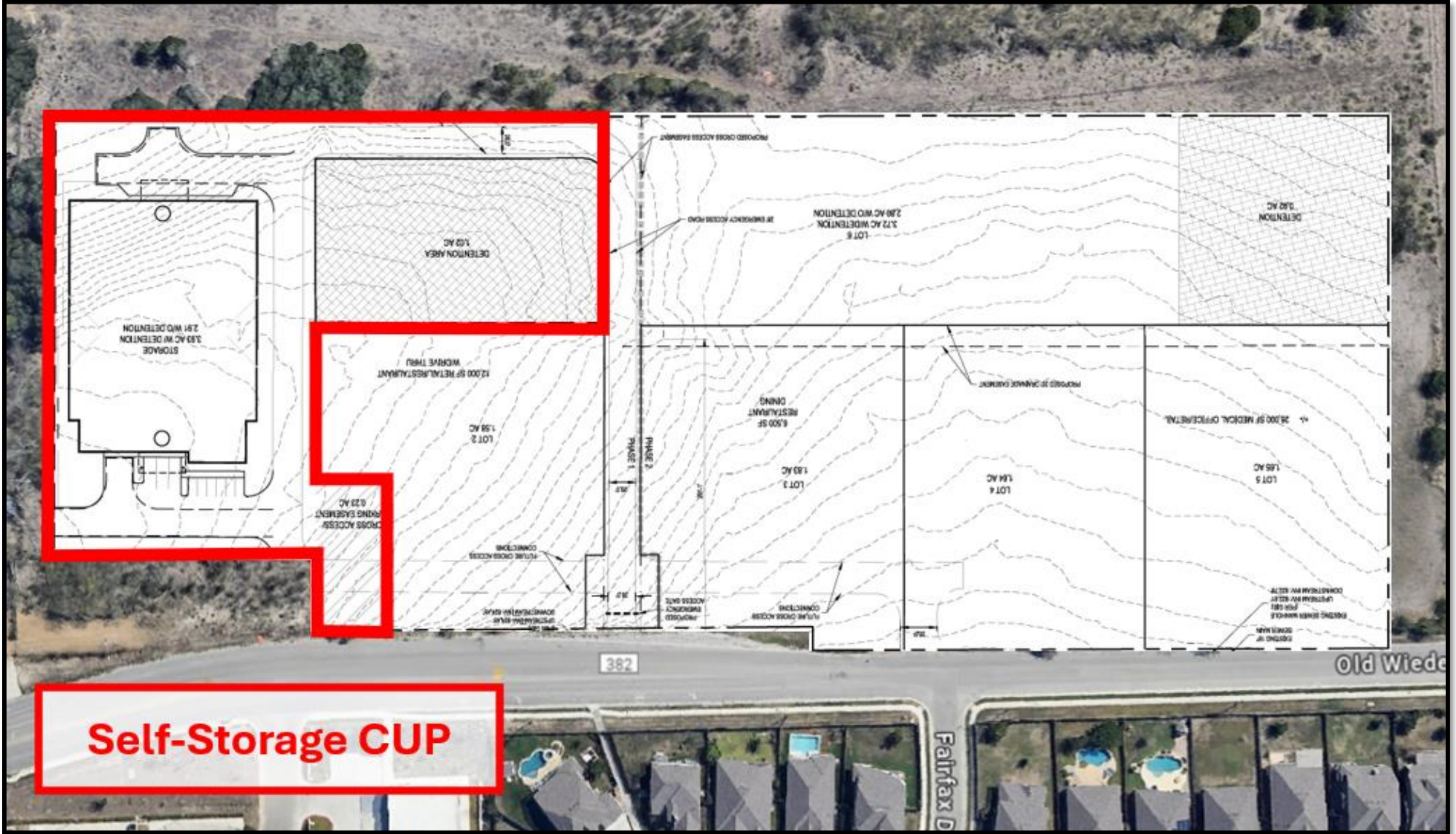
- Short Term
- Mid Term
- Long Term
- Other



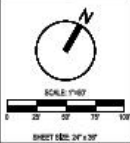
Area Development



Storage CUP Site Plan



Topographical Map



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REVISIONS:

MATKINHOVER
ENGINEERING & SURVEYING

10000 W. STATE ST. SUITE 100
CIBOLO, TEXAS 78841
TEL: 512.326.1234
FAX: 512.326.1235
WWW.MATKINHOVER.COM

SITE PLAN - AERIAL
FOR
OLD WIEDERSTEIN STORAGE
CIBOLO, TEXAS

FIG 1.0

JOB NO. 34022.00
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
SHEET # _____

Mixed-Use Concept Plan



Professional Office



C) Cibolo Office Market

As a microcosm of trends occurring throughout the Outer Counties submarket, Cibolo's existing office inventory is limited. Once again, corresponding with the minimal number of white-collar businesses operating within the City's limits. The existing inventory primarily is small scale offices that have been converted from single family homes, old banks, or an office space attached to a broader production facility. To this point, several medical office users are occupying traditional retail strip centers due to the lack of desirable space.

However, Cibolo is well-positioned to expand its office inventory, particularly to accommodate small businesses or 'hub and spoke' models for larger businesses. The 'hub and spoke' model, popularized by national-scale businesses, involves downsizing from previous office setups due to shifting workplace preferences. The model allows businesses to maintain a presence in a metropolitan region without the need for extensive office space. In light of these opportunities, RKG Associates recommends that Cibolo streamline investments towards office spaces ranging between 1,000 to 5,000 square feet.

D) Medical Offices in Cibolo

Medical uses, particularly dental offices, have accounted for the majority of office investment in Cibolo. This heightened investment in medical spaces reflects a growing unmet demand for healthcare services among the City's expanding demographic cohorts, particularly young families and seniors. Data indicates that more than 94% of medical spending by Cibolo residents occurs outside the City limits (a detailed graphic of this finding is in the target industry chapter of this report). While the City's current population level does not meet the threshold to justify investment in a full-scale hospital due to the presence of these facilities in nearby communities, it is adequate for off-campus surgical centers, private physicians' offices, and similar facilities. Moreover, senior care services such as assisted living facilities are apparently undersupplied, which RKG Associates learned through interviews with local stakeholders.

2. RETAIL MARKET

The Outer Counties retail submarket consists of the same three counties as its office submarket: Guadalupe County, Comal County, and Kendall County (Map 4-4). As observed in the office market analysis, REIS only began tracking the Outer Counties' retail submarket since 2019. Northbound investment beyond Bexar County and San Antonio led to REIS to begin tracking the Outer Counties, as unprecedented levels of household growth in the previous decade stimulated retail inventory expansions. This includes Cibolo, absorbing retail investment in recent years due to the City's access to Interstate-35 and larger local consumer base.

Office Condos



**FIVE IMPORTANT REASONS
TO APPROVE THE PROPOSED CONDITIONAL USE PERMIT**

•THE SUBJECT PROPERTY IS LOW-LYING (LIKE A SHALLOW POND AREA) WHEN COMPARED TO ITS OLD WIEDERSTEIN FRONTAGE AND MORE SIGNIFICANTLY THE PLANNED ELEVATION OF THE FUTURE QUIK TRIPS CONVENIENCE STORE. THE SUBJECT PROPERTY IS FURTHER CHALLENGED WITH THE UNATTRACTIVE VIEW OF THE BACK SIDE OF THE QUIK TRIP BUILDING AND VIEW AND NOISE OF ITS FREQUENT DELIVERY TRUCKS. THE PROPOSED SELF STORAGE PROJECT CAN UNIQUELY TOLERATE SUCH VIEWS, TRAFFIC AND NOISE WHILE IT IS DETRIMENTAL TO AND WOULD DISQUALIFY OTHER RETAIL, RESTAURANTS, AND OTHER C-3 USES. THUS, THE CONDITIONAL USE IS VERY APPROPRIATE, AND ARGUABLY IDEAL SINCE IT CAN SERVE AS A BUFFER BETWEEN THE QUIK TRIP AND OTHER FUTURE C-3 USES ALONG OLD WIEDERSTEIN RD.

•THE PROPOSED 3-STORY SELF STORAGE SOLVES THE DIFFICULT TOPOGRAPHY ISSUE OF THE NORTHERN 3 ACRE SITE WHICH CAN CURRENTLY BE CHARACTERIZED AS A HILLSIDE THAT RISES APPROXIMATELY 20 FEET FROM THE FRONT TO THE BACK OF THE PROPERTY. SINCE THE PROPOSED USE (AND NOT TRADITIONAL RETAIL, RESTAURANTS OR OTHER SMALLER STRUCTURES) CAN UNIQUELY ACCOMMODATE THIS CHALLENGING TOPOGRAPHY BY DESIGNING TWO DISTINCT LEVELS OF GROUND FLOOR ENTRY AREAS, IT ALLOWS THIS PROPERTY TO CONTRIBUTE ECONOMICALLY BOTH TO THE OVERALL DEVELOPMENT OF THE 14 ACRE MARBACH PROPERTY AS WELL AS THE COUNTY, CITY AND SCHOOL PROPERTY TAX BASE.

•DEVELOPMENT OF THE NORTHERN 3 ACRES (SUBJECT PROPERTY) IS ESSENTIAL IN ORDER TO PROVIDE THE EXTRAORDINARY AMOUNT OF FILL NEEDED SO THAT THE ENTIRE 14 ACRE MARBACH PROPERTY CAN CONNECT TO AND UTILIZE THE FUTURE QUIK TRIP DRIVEWAY ENTRANCE FROM OLD WIEDERSTEIN RD. CURRENT CONDITIONS ARE MORE THAN SIX FEET BELOW THE FUTURE QUIK TRIP DRIVEWAY WHICH IS AN ESSENTIAL ACCESS POINT FOR THE ENTIRE 14 ACRE MARBACH PROPERTY AND WHICH WILL HAVE ONLY ONE OTHER DRIVEWAY ACROSS FROM FAIRFAX DR.

FIVE IMPORTANT REASONS

TO APPROVE THE PROPOSED CONDITIONAL USE PERMIT...CONT'D

- THE PROPOSED PLAT AND FIRE EMERGENCY ACCESS PLAN OF THE PROPOSED SELF STORAGE WILL SIMULTANEOUSLY SOLVE THE PROBLEM OF HAVING TWO POINTS OF FIRE EMERGENCY ACCESS FOR THE ENTIRE 14 ACRE MARBACH PROPERTY. EVEN MORE IMPORTANTLY FOR FUTURE DEVELOPMENT, THE DEVELOPER WILL AGREE TO PROVIDE AN EMERGENCY ACCESS EASEMENT OVER AND ACROSS ITS FIRE LANE FROM OLD WIEDERSTEIN TO THE ADJACENT 19 ACRE C-3 PROPERTY SITUATED BEHIND THE MARBACH PROPERTY. THE 19 ACRE PROPERTY CURRENTLY HAS ONLY ONE POINT OF FIRE EMERGENCY ACCESS SINCE IT IS "LANDLOCKED" WITH LIMITED FRONTAGE /ACCESS FROM FM 1103. TWO POINTS OF EMERGENCY ACCESS ARE REQUIRED IN ORDER TO DEVELOP THIS PROPERTY TO ANY REASONABLE POTENTIAL.

- CONDITIONAL USE APPROVAL WILL SATISFY THE REQUIREMENTS TO FACILITATE A VERY SIGNIFICANT CAPITAL INVESTMENT INTO THE CIBOLO COMMUNITY BY OLYMPUS VENTURES (THE FAMILY OFFICE OF RICHARD SHULZE – FOUNDER OF BEST BUY) AS THE ANTICIPATED CAPITAL PARTNER IN THE PROPOSED DEVELOPMENT. THE ECONOMIC INVESTMENT, ALONG WITH THE ACCOMPANYING EXPERIENCE, XPERTISE AND RELATIONSHIPS, IS VERY LIKELY TO LEAD TO FURTHER FIRST-CLASS DEVELOPMENT WITHIN THE CITY OF CIBOLO.

Correspondence

From: **Garcia, Justin** <jgarcia@cibolotx.gov>

Date: Fri, Sep 27, 2024 at 3:07 PM

Subject: Re: Old Wiederstein Storage- Fire access Questions-3402

To: Chris Wood <cwood@matkinhoover.com>

Cc: Josh Valenta <jvalenta@matkinhoover.com>, City Building Official <cbo@cibolotx.gov>, Graham Cook <gcook@matkinhoover.com>, Jeff Eckols <jeckols@gmail.com>

Chris,

Thanks for taking my phone call on Thursday, I was able to review the attachments. The conversation regarding the fire emergency access development would definitely benefit the overall future development. It would be in everyone's interest to move forward with this proposal.

Respectfully,



**BUILDING DEPARTMENT
PERMITS & INSPECTIONS**

Justin Garcia
FIRE INSPECTOR

(210) 658-4175

WWW.CIBOLOTX.GOV

JGARCIA@CIBOLOTX.GOV

201 W. LOOP 539
CIBOLO, TEXAS 78108

Click this link to Create Account, Apply for Permits or Pay Fees: mgoconnect.org

CONFIDENTIALITY NOTICE

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From: Chris Wood <cwood@matkinhoover.com>

Sent: Tuesday, September 24, 2024 8:08 AM

To: Garcia, Justin <jgarcia@cibolotx.gov>

Cc: Josh Valenta <jvalenta@matkinhoover.com>; Graham Cook <gcook@matkinhoover.com>; Jeff Eckols <jeckols@gmail.com>

Subject: Old Wiederstein Storage- Fire access Questions-3402

Justin,

Good morning. I wanted to follow up on the inquiry and provide some additional information for you to ensure you have all the details so far.

There are several Fire Hydrants around the site of the proposed developed. I have attached a more zoomed out exhibit that I have labeled. We are adjacent to the proposed QT which incorporates a new fire hydrant also. There is potential for an additional one during development that we understand we may need

1. The fire lanes extend 150ft off the main fire lane through the development to minimize the impact of the fire lane and abide by the apparatus access lane. I hope this clarifies the potential use of the 150ft lane off the main lane. You can also see the whole access road off throughout the main proposed future development.
2. The dimensions of the distance form the building and will abide by that requirement

Additional consideration:

We have had conversations with the adjacent owner about the potential of providing Emergency fire access in the event that they develop the site behind us. This would provide emergency access from Old Wiederstein in addition to their future access off 1103. We wanted to see if this is something that would be beneficial to the Fire Department and overall access to future development. We want to make sure you can see this as a benefit before we more forward on our potential proposal for future emergency access.

Additional attached Docs:

I have attached the QT fire protection plan for the proposed QT on the corner to provide some fire hydrant refence on what we have proposed there for QT.

Christopher Wood, P.E. | Project Engineer |

MATKINHOOVER

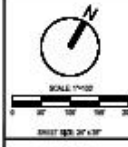
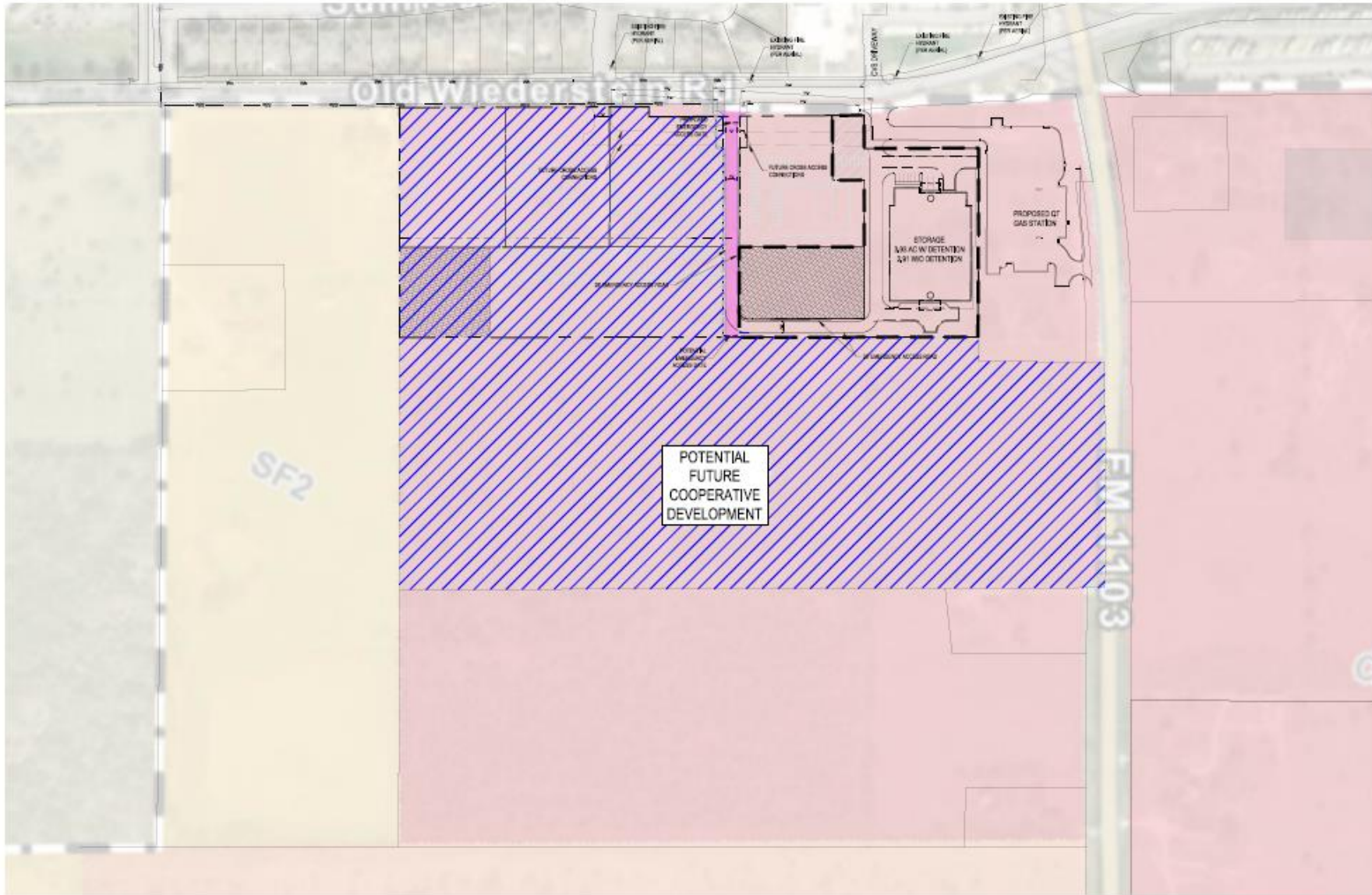
TBPE Firm Registration #F-4512

O: (830) 249-0600

8 Spencer Rd, Ste 100 | Boerne, TX 78006 | www.matkinhoover.com

Boerne-Georgetown-Spring

Cooperative Development Exhibit



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NO. 1	
NO. 2	
NO. 3	
NO. 4	
NO. 5	
NO. 6	
NO. 7	
NO. 8	
NO. 9	
NO. 10	

MATKIN HOOPER
 ENGINEERING
 & SURVEYING
 10000 W. UNIVERSITY BLVD., SUITE 100
 DALLAS, TEXAS 75243
 (214) 343-1111
 www.mh-engineering.com

COOPERATIVE DEVELOPMENT EXHIBIT
 FOR
 OLD WIEDERSTEIN STORAGE
 CBILLO, TEXAS

FIG 1.5

JOB NO.	142520
DESIGNED BY	
DRAWN BY	
CHECKED BY	
SHEET #	

1103 Ventures LLC
34 Three Lakes Drive
San Antonio, Texas 78248
Ph (210) 268-5725

Date: September 26, 2024

Re: Conditional Use Permit for proposed 3-story self-storage on Old Wiederstein Rd. behind the future Quik Trip convenience store planned at the corner of FM 1103 and Old Wiederstein Rd.

To: The Honorable Mayor and Councilmembers of the City of Cibolo, Texas

I am the authorized representative of 1103 Ventures LLC, which owns the approximately 19 acre property situated next to the future Quik Trip and their excess pad site on FM 1103. The 19 acre property also is adjacent to and situated behind the David Marbach property that fronts on Old Wiederstein Rd. I met with Mr. Jeff Eckols of Intergold Investments, LLC, the developer involved in the above referenced zoning case, and he provided me a copy of his CUP presentation and we discussed the proposed development in detail.

This letter evidences the unconditional support of 1103 Ventures LLC for the proposed Conditional Use Permit to allow for the 3-story self-storage project. 1103 Ventures LLC believes it is an appropriate location and use for that portion of the David Marbach property. Additionally, as part of the platting and proposed self-storage development, Mr. Eckols has offered to provide our 19-acre property with an easement to access the Emergency Fire Access Driveway shown in his CUP Presentation. This will enhance our ability to develop our 19-acre property since we will then have emergency fire access available from both Old Wiederstein Rd. as well as from our frontage on FM 1103. This is logical for everyone since the proposed fire lane is already designed to extend to the back of David Marbach property and all that will be needed is an additional emergency gate between our 19-acre property and the back of the David Marbach property.

1103 Ventures LLC strongly recommends the approval of the Conditional Use Permit and requests that you vote in favor of the above referenced Conditional Use Permit.

Sincerely,

1103 Ventures LLC



By: _____
Printed Name: VISHNU VENUDATTAI
Title: OWNER PARTNER / AGENT

Acknowledged by:
Intergold Investments, LLC



Jeff Eckols, Manager

FOR INFORMATIONAL PURPOSES ONLY
NOT FOR CONSIDERATION FOR APPROVAL OR DENIAL



CITY COUNCIL
AGENDA ITEM: 11A. CUP-24-04
Economic Impact Assessment

The request to allow a Convenience Storage use for certain real property located at 21105 Old Wiederstein Road was tabled at the September 10, 2024, City Council meeting to allow staff the opportunity to analyze Ad Valorem Tax of comparably sized self-storage businesses within Guadalupe County. The proposed self-storage building will be 93,736.49 square feet and has an estimated tax value of \$26,797.97.

Three similarly sized self-storage businesses were identified:

- Move It Storage, located at 508 Cibolo Valley Drive, is 100,915 square feet and has an estimated tax value of \$32,040.29.
- Just-A-Closet, located at 261 Knights Crossing, is 82,226 square feet and has an estimated tax value of \$21,288.81.
- Seguin Storage, located at 1301 East Kingsbury Street, is 81,087.50 has an estimated tax value of \$19,960.00.

Additional research was conducted on retail sites with comparable total and first-floor square footage to the proposed structure, as well as similar acreage. The findings showed no significant difference in estimated tax value between the retail and self-storage uses, with the estimated range for the ten retail sites researched falling between \$18,000 and \$42,100.

It is important to note that decisions regarding the approval or denial of a Conditional Use Permit must be based on the criteria outlined in UDC Sec. 4.3.2, as detailed in Staff's analysis. Potential economic gain or loss is not considered sufficient criteria for such decisions.

Business	Address	Square Footage	Prop ID	SQ ft on GAD	Acreage	Land Value	Improvements Value	Total Market Value	Total Taxable Value	Estimated City Tax at \$0.4990	Value / sf	Est Tax /sf	Estimated Value based on square footage	Estimated Tax based on estimated value
CUP-24-04	Old Wiederstein	97,736.49											5,370,334	\$ 26,797.97
Just-A-Closet	261 Knights Crossing	82,226	66475	80500	4.38	1,331,717	2,934,578	4,266,295	4,266,295	21,288.81	51.88498772	0.258906089		
Move It Self Storage	508 Cibolo Valley Drive	100,915	154372	100,495	3.07	1,153,889	5,267,011	6,420,900	6,420,900	32,040.29	63.62681465	0.317497805		
Seguin Storage	1301 E Kingsbury St	81,087.50	154246	81,088	4.99	878,718	3,121,282	4,000,000	4,000,000	19,960.00	49.32942809	0.246153846		

Business	Owner	Address	Square Footage	CAD ID	SQ ft on GAD	Acreage	Land Value	Improvements Value	Total Market Value	Total Taxable Value	Estimated City Tax at \$0.4990	Value / sf	Est Tax /sf	Estimated Value based on square footage	Estimated Tax based on estimated value
Based on Total Square Footage															
CUP-24-04		Old Wiederstein	97,736.49												
HEB	HEB	850 FM 1103	110,023	164714		22.35	4,831,422	3,587,878	8,419,300	8,419,300	42,012.31	76.52309063	0.381850222	6,746,826	\$ 33,666.66
Family Leisure	PV Shertz LLC	17975 IH-35	113,750	186027		20.07	5,852,122	1,147,878	7,000,000	7,000,000	34,930.00	61.53846154	0.307076923		
Based on First Floor Square Footage															
CUP-24-04		Old Wiederstein	32,578.83												
The Oaks at Green Valley	OGVP LLC	3820 FM 3009	31,592	115669		3.59	1,494,841	4,505,159	6,000,000	6,000,000	29,940.00	189.9214991	0.947708281	5,709,133	\$ 28,488.58
Cibolo Crossing Phase I	Cromwell Street LLC	18238 IH-35 N	46,654	171722		7.044	2,366,627	6,059,673	8,426,300	8,426,300	42,047.24	180.6125948	0.901256848		
Turning Stone Shopping Center	NEC FM 1103/Green Valley Retail	4470 Green Valley Rd	22,942	163976		3.238	1,072,185	2,927,815	4,000,000	4,000,000	19,960.00	174.3527155	0.870020051		
Tractor Supply	999 Stuyvesant Avenue Associates	272 FM 1103	21,930	166883		4.854	1,792,008	1,207,992	3,000,000	3,000,000	14,970.00	136.7989056	0.682626539		
Cibolo Shopping Center	Florin Capital BSD-8	635 Cibolo Valley Dr	34,776	154279		4.062	1,752,015	5,004,785	6,756,800	6,756,800	33,716.43	194.294916	0.969531631		
Schertz Plaza	702 Group LLC	1248 FM 78	21,657	148643		3.121	1,052,504	2,747,496	3,800,000	3,800,000	18,962.00	175.4628988	0.875559865		
Buffalo Heights (A)	Buffalo Heights	857 Cibolo Valley Dr	33,794	191174		7.32	2,036,130		2,036,130	2,036,130	10,160.29	60.25122803	0.300653628		
Buffalo Heights (B)	Buffalo Heights	813 Cibolo Valley Dr	35,770	191174		7.32			-	-	-	0	0		

Source: Guadalupe Tax office 2023 Tax Statements
(GAD website was down)



City Council Regular Meeting Staff Report

B. Approval/Disapproval of an Ordinance amending the Fiscal Year 2025 Fee Schedule. (Ms. Miranda)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Ordinances Item: 11B.
From	
Anna Miranda, Finance Director	

PRIOR CITY COUNCIL ACTION:

City Council adopted the FY25 Fee Schedule on September 10, 2024.

BACKGROUND:

Annually as part of the budget process, City Council reviews the comprehensive fee schedule. The Fee Schedule presented to City Council in August and September, inadvertently omitted the fees for Variance and Waiver applications from the Zoning and Development Fees section of the Fee Schedule. Changes to variance fees from the prior year are to reduce the discount for homestead applications from 80% to 50%.

STAFF RECOMMENDATION:

Staff recommends incorporating these fees into the comprehensive fee schedule for FY25.

FINANCIAL IMPACT:

This Ordinance incorporates fees for variance and waiver applications. Without this amendment, there is no fee structure for these applications.

MOTION(S):

I move to **approve** adoption of the Ordinance amending the Fiscal Year 2025 Fee Schedule by updating fees for Variance and Waiver Applications.

I move to **deny** adoption of the Ordinance amending the Fiscal Year 2025 Fee Schedule.

Attachments

[Ordinance -amend FY25 fee schedule.pdf](#)



ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CIBOLO, AMENDING ORDINANCE 1462 “FEE SCHEDULE” BY UPDATING THE FEE SCHEDULE FOR VARIANCE AND WAIVER APPLICATIONS; DECLARING A PUBLIC PURPOSE; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY, REPEAL; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Cibolo, Guadalupe County, Texas, adopted Ordinance Number 1347 on September 14, 2021, which established a comprehensive “Fee Schedule” which set forth the cost of all services provided to the citizens and businesses of Cibolo; and

WHEREAS, the City of Cibolo, Guadalupe County, Texas, adopted Ordinance Number 1462 on September 10, 2024, which amended the comprehensive “Fee Schedule” which inadvertently omitted the section for Variance and Waiver applications; and

WHEREAS, the City Council considers it reasonable to update the fee schedule at this time to include the omitted section;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS:

**SECTION 1.
AUTHORIZATION**

The City of Cibolo adopts the fees for Variance and Waiver Applications shown in Exhibit A and such fees are to be incorporated into the City’s Fee Schedule adopted by Ordinance 1462.

**SECTION 2.
PUBLIC PURPOSE**

The City declares the Variance and Waiver application fees are in the public interest.

**SECTION 3.
REPEALER**

All ordinances, resolutions, and municipal orders in conflict herewith are repealed to the extent of such conflict. All fees adopted by Ordinance 1462 not in conflict with the Ordinance, shall stay in effect for all purposes.

**SECTION 4.
SEVERABILITY**

That it is hereby declared to be the intention of the City Council of the City of Cibolo that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 5.
EFFECTIVE DATE**

That this Ordinance shall be effective upon the passage and approval of the City Council of the City of Cibolo, Texas, and publication of notice of these fee changes twice in the newspaper of record.

PASSED AND APPROVED this 15th day of October 2024.

APPROVED:

Mark Allen, Mayor

ATTEST:

Peggy Cimics, City Secretary

Variance & Waiver Applications:

Zoning Variance	\$500 each variance
80% 50% reduced for homestead *Proof of ownership required	
All other Variance Applications **	\$500 +
80% 50% reduced for homestead *Proof of ownership required	
Variance to Design & Construction Manual **	\$1,200 first + \$500 each additional +
Variance fee may be reduced 50% for requests that result from actions of previous owners of an affected property, i.e. private access easement.	
Waivers/Alternative Compliance **	\$750 +
Appeal of Administrative Decision	\$500.00

**Applicant may be responsible to pay additional fees of actual costs for any application associated with review or predevelopment conference requiring consultation with City Consultants (such as contracted engineers, planners, attorneys, architects, plan reviews, inspectors, etc.)



City Council Regular Meeting Staff Report

A. Discussion/Action on the approval of the Cibolo Youth Advisory Council applicants. (Mr. Huggins)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12A.
From	
Bryan Huggins, Executive Director - Safety and Infrastructure	

PRIOR CITY COUNCIL ACTION:

On May 27, 2024, the City Council approved the creation of the Cibolo Youth Advisory Council (CYAC).

BACKGROUND:

Council members approved a resolution and bylaws for this innovative program, designed to run through the school year and provide students with an invaluable opportunity to learn about the workings of local government. The initiative reflects the Council's commitment to fostering a new generation of informed citizens and leaders.

As summer commenced, the City opened the application process at the end of July, inviting students with a passion for civic engagement to apply. The response was remarkable; within a few weeks, the City received sixteen applications from eager students interested in participating in the CYAC. Additionally, three parents and guardians stepped forward, expressing their desire to volunteer and support the program, eager to guide the next generation as they ventured into the world of local governance.

As described in the bylaws, the CYAC Subcommittee convened to discuss the selection process. Rather than conducting individual interviews—a typical practice for various city boards and commissions—they proposed a different approach that aligned with the spirit of the CYAC. The committee recognized that with sixteen applicants, they had already reached the ideal target number of participants initially envisioned by the Council.

STAFF RECOMMENDATION:

The Council Subcommittee recommends moving forward with the approval of all sixteen (16) applicants for the CYAC. With the approval of these interested students, the CYAC can meet and establish the foundation for this group to build upon. All involved parties are eager to get started and develop engaged young leaders in our community.

FINANCIAL IMPACT:

N/A

MOTION(S):

Motion to approve/disapprove the acceptance of the sixteen (16) Cibolo Youth Advisory Council applicants as recommended by the Council subcommittee members.



City Council Regular Meeting Staff Report

B. Discussion/Action on authorizing the City Manager to negotiate a Professional Services Agreement with Freese and Nichols to complete the Cibolo South Sanitary Sewer Master Plan. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12B.
From	
Julio Gomez, CIP Manager	

PRIOR CITY COUNCIL ACTION:

This council item is part of the overall plan in providing sanitary sewer services as part of the GVSUD and City of Cibolo Comprehensive Settlement Agreement for the acquisition of five (5) square miles of sewer service area.

BACKGROUND:

Pursuant to Texas Government Code Chapter 2254 and as required by the City’s procurement policies, the City issued a Request for Qualifications (RFQ) in May 2024, to solicit responses for the selection of a firm to contract for Professional Engineering Services the selection of a firm is based on professional qualifications and competence.

Respondents:

The RFQ was posted on May 22, 2024. The following firms submitted responses by the published due date of June 27, 2024.

BIDDER	ADDRESS, CITY, STATE, ZIP CODE
Lockwood, Andrews & Newnam, Inc.	9311 San Pedro, Suite 808, San Antonio, TX 78216
Freese and Nichols, Inc.	P.O. Box 980004, Fort Worth, TX 76198
Kimley-Horn and Associates, Inc.	10101 Reunion Place, Suite 400, San Antonio, TX 78216
Half	100 NE Loop 410, Suite 701, San Antonio , TX 78216
Utility Engineering Group, PLLC	191 N. Union Avenue ,New Braunfels, TX 78130

Evaluation Process

The Evaluation Team evaluated each proposal based on the following factors:

	PROPOSAL EVALUATION CRITERIA	POINTS
1.	Firm Introduction	10
2.	Experience of the Firm with similar work	25
3.	Proposed project manager	20
4.	Proposed lead technical proposals	15
5.	Support personnel experience	20
6.	Approach to project	20
	Total	100

Note: Interview was not conducted.

Evaluation Results

The Evaluation Team determined that **Freese and Nichols, Inc.**, with an **average score of 90.25 out of 100** possible points, met the requirements of this RFQ and is the preferred provider set forth in the subject RFQ. This determination was accomplished by evaluating their responses against the Evaluation Criteria.

Procurement File

The procurement file for this solicitation is available at the Finance Department - Procurement office. Questions on procurement may be directed to the City's Procurement Manager, Leili Samuelson at lsamuelson@cibolotx.gov.

STAFF RECOMMENDATION:

Staff recommends City Council approve the City Manager to negotiate a Professional Services Agreement with Freese and Nichols, Inc for the Cibolo South Sanitary Sewer Master Plan.

FINANCIAL IMPACT:

There is no financial impact at this time, city staff will return at a later date for an award of contract.

MOTION(S):

I move to authorize the City Manager to negotiate a professional services agreement with Freese and Nichols, Inc to complete the Cibolo South Sanitary Sewer Master Plan and to return to City Council for an award of contract.

Attachments

011010 - Cibolo South Sanitary Sewer Master Plan - Professional Services Agreement



24-160-16 - Cibolo South Sanitary Sewer Master Plan Scoring Summary

Active Submissions

	Total	CLARITY AND QUALITY OF SOQ	Firm Introduction	Experience of the Firm with similar work	Proposed Project Manager	Proposed Lead Technical Professional(s)	Support personnel experience	Approach to Project	ORAL INTERVIEWS, PRESENTATIONS OR DEMONSTRATIONS
Supplier	/ 125 pts	Pass/Fail	/ 10 pts	/ 25 pts	/ 20 pts	/ 15 pts	/ 10 pts	/ 20 pts	/ 25 pts
Freese and Nichols, Inc.	90.25	Pass	9.75	24	18	12.75	8	17.75	0
Lockwood, Andrews & Newnam, Inc.	84.25	Pass	8	19.75	17.5	12.5	8.5	18	0
Kimley-Horn and Associates, Inc.	82.25	Pass	8.5	18.75	17.25	12.5	7.5	17.75	0
Halff	80.75	Pass	8.25	19.75	16.75	12.25	7.5	16.25	0
Utility Engineering Group, PLLC	71.5	Pass	6	17.5	15.5	11	6	15.5	0



City Council Regular Meeting Staff Report

C. Discussion/Action on FY 25 CIP Road Projects and Public Works Equipment. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12C.
From	
Julio Gomez, CIP Manager	
Staff Contact(s)	
Julio Gomez,	

PRIOR CITY COUNCIL ACTION:

During the May 28, 2024 City Council Meeting, City Staff requested to accelerate the remaining four road projects on the 5-yr CIP Program (Silver Wing, Fire Bird Ln, Green Valley #1, and Green Valley #2). City Council approved the acceleration of these projects in FY 25 to included the two projects already programmed in FY 25 (Deer Creek Blvd and Town Creek Rd).

In addition, City Council requested that staff explore the possibility of adding sidewalks on Town Creek Rd. Based on preliminary discussions with the project consultant, the cost to add sidewalks on one side of Town Creek Rd would cost approximately \$500,000.

CITY COUNCIL QUESTIONS:

Does City Council want to authorize the opportunity to fund up to \$500,000 for a sidewalk on Town Creek Rd?

Does City Council authorize the purchase of Public Works equipment in FY 25?

Does City Council want city staff to reapply for the Recreational Trails Grant for park improvements?

STAFF RECOMMENDATION:

Staff recommends City Council to allow Public Works the opportunity to fund a sidewalk on Town Creek Rd up to \$500,000. Staff also recommends the purchase of Public Works equipment in FY 25. City staff will return with a presentation on proposed future park projects.

FINANCIAL IMPACT:

These items will be funded through the FY25 Bonds, staff will return with Purchase Orders for approval at November's City Council meeting.

MOTION(S):

I Authorize the approval to fund a sidewalk up to \$500,000 for Town Creek Rd through the FY 25 bond.

I Authorize the approval to fund Public Works equipment through the FY 25 bond.

Attachments

[FY 25 CIP Plan.pdf](#)

[FY 25 Road Projects.pdf](#)

[FY 25 Public Works Equipment.pdf](#)

CITY OF CIBOLO - FIVE YEAR CAPITAL PLAN

PAYABLE FROM FUTURE BONDS:	CATEGORY	FY25	FY26	FY27	FY28	FY29	Total
Street Mill & Overlay Projects	Streets			3,250,000	3,250,000	3,250,000	9,750,000
Street Reconstruction Projects	Streets			3,600,000	3,600,000	3,600,000	10,800,000
Street Condition Survey	Streets		250,000				250,000
Fire Fleet - Brush truck	Fleet	500,000					500,000
Public Works fleet	Fleet	710,000	115,000	-	-		825,000
Deer Creek Blvd	Streets	1,626,000					1,626,000
Town Creek Rd - full reconstruction	Streets	1,356,910					1,356,910
Green Valley Road - mill and overlay	Streets	633,270					633,270
Green Valley Road - in depth	Streets	499,500					499,500
Firebird Ln	Streets	1,834,680					1,834,680
Silver Wing	Streets	737,700					737,700
Green valley widening - development funded	Streets				-		-
Park Improvements	Parks	750,000	750,000	500,000	500,000	500,000	3,000,000
FM1103 - Knights Crossing Contribution	Streets	300,000					300,000
FM 1103 Phase 2	Streets		3,400,000				3,400,000
FM 1103 Phase 2 - Utility relocation	Streets	2,000,000					2,000,000
FM 1103 Phase 2 - Drainage Contribution	Drainage			2,000,000			2,000,000
		10,948,060	4,515,000	9,350,000	7,350,000	7,350,000	39,513,060

Funding Source	FiscalYear	Project Type	ProjectStreet	FromStreet	ToStreet	Construction	Material Testing	Cap Admin
CIP	2025	RECONSTRUCTION	TOWN CREEK BLVD	KOVE LN	WEIDNER RD	\$ 1,222,442.00	\$ 24,448.84	\$ 110,019.78
CIP	2025	RECONSTRUCTION	DEER CREEK BLVD	CIBOLO VALLEY DR	CORDERO DR	\$ 2,002,528.00	\$ 40,050.56	\$ 180,227.52
CIP	2025	MILL & OVERLAY	GREEN VALLEY RD	CIBOLO VALLEY DR	BROOK HOLLOW DR	\$ 570,514.00	\$ 11,410.28	\$ 51,346.26
CIP	2025	RECONSTRUCTION	GREEN VALLEY RD	DEAN RD	WESTMONT	\$ 397,881.00	\$ 7,957.62	\$ 35,809.29
CIP	2025	RECONSTRUCTION	FIRE BIRD RUN	SILVER WING RD	KIPPER	\$ 1,188,736.00	\$ 23,774.72	\$ 106,986.24
CIP	2025	MILL & OVERLAY	SILVER WING	CIBOLO VALLEY DR	THISTLE CREEK	\$ 664,579.00	\$ 13,291.58	\$ 59,812.11

Total	\$ 6,046,680.00	\$ 120,933.60	\$ 544,201.20
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Total Cost = Const.+MT+CA	\$ 6,711,814.80
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Public Works Fleet Purchase

FY25	13 yd Dump Truck	1	\$ 158,386.67
FY25	Asphalt Zipper	1	\$ 311,560.00
FY25	Metal Storage Building	1	\$ 91,571.00
FY25	Greco Linelazer	1	\$ 6,250.00
FY25	Hydraulic Jack System for 4 Post Truck Lift	1	\$ 37,000.00

TOTAL	\$ 604,767.67
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City Council Regular Meeting Staff Report

D. Discussion/Action to allow the City Manager to approve an Annual Price Agreement for Road Construction Materials with Brauntex Materials for In-House Public Works Projects. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12D.
From	
Julio Gomez, CIP Manager	
Staff Contact(s)	
Julio Gomez,	

PRIOR CITY COUNCIL ACTION:

None

BACKGROUND:

On August 20, 2024 Public Works advertised a ITB - Annual Price Agreement for Road Construction Materials, the bid opening was on September 20, 2024 with two vendors submitting bids: Brauntex Materials, and Vulcan Materials.

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Brauntex Materials. Inc.		Vulca
				Unit Price	Total Cost	
341M.1	Municipal Dense-Graded HMA TY-B PG64-22	Ton	1500	\$59	\$88,500.00	
341M.4	Municipal Dense-Graded HMA TY-D PG64-22	Ton	1500	\$59	\$88,500.00	
341M.3	Municipal Dense-Graded HMA TY-C SAC-B PG70-22	Ton	1500	\$64	\$96,000.00	
344.1	Hot-Mixed Cold-Laid Asphalt Concrete Pavement	Ton	1500	\$69	\$103,500.00	
247	Flexible Base Type A Grade 2	Ton	500	\$6.25	\$3,125.00	
302	3/8" Type A Grade 4	Ton	500	\$24.50	\$12,250.00	
SS 8029	Concrete Sand	Ton	500	\$20.50	\$10,250.00	

STAFF RECOMMENDATION:

Staffs recommends that City Council allow the City Manager to approve the Annual Price Agreement with Brauntex Materials for In-House Public Works projects.

FINANCIAL IMPACT:

There is no financial impact at this time. Staff will return with a Purchase Order for materials to be used by In-House Crews.

MOTION(S):

I authorize the City Manager to approve an Annual Price Agreement with Brauntex Materials for Road Construction Materials for In-House Public Works projects.

Attachments

[Road Construction Bid Table.pdf](#)

[Contract 24-160-21 - Annual price agreement road construction materials City of Cibolo.pdf](#)

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Brauntex Materials. Inc.		Vulcan Construction Materials, LLC	
				UnitPrice	TotalCost	UnitPrice	TotalCost
341M.1	Municipal Dense-Graded HMA TY-B PG64-22	Ton	1500	\$59	\$88,500.00	\$67	\$100,500.00
341M.4	Municipal Dense-Graded HMA TY-D PG64-22	Ton	1500	\$59	\$88,500.00	\$69	\$103,500.00
341M.3	Municipal Dense-Graded HMA TY-C SAC-B PG70-22	Ton	1500	\$64	\$96,000.00	\$73	\$109,500.00
344.1	Hot-Mixed Cold-Laid Asphalt Concrete Pavement	Ton	1500	\$69	\$103,500.00	\$84	\$126,000.00
247	Flexible Base Type A Grade 2	Ton	500	\$6.25	\$3,125.00	\$9	\$4,500.00
302	3/8" Type A Grade 4	Ton	500	\$24.50	\$12,250.00	\$26	\$13,000.00
SS 8029	Concrete Sand	Ton	500	\$20.50	\$10,250.00	\$23	\$11,500.00



City of Cibolo
200 South Main Street
Cibolo, Texas 78108

**INVITATION TO BID
FOR
ANNUAL PRICE AGREEMENT
ROAD CONSTRUCTION MATERIALS**

CONTRACT 24-160-21
Issue Date: August 20, 2024
Bid Due Date and Time (CDT): September 20, 2024 @ 2:00 P.M.

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ITEM 247 FLEXIBLE BASE	
ITEM 302 AGGREGATE FOR SURFACE TREATMENT	
SPECIAL SPECIFICATION 8029 CONCRETE SAND	

INTRODUCTION

Cibolo is located in the northwestern corner of Guadalupe County in south central Texas. Situated along Farm Market Road 78 and north to south along FM 1103, and paralleled by two major interstate highways, IH 10 to the south and IH 35 to the north. The City of Cibolo is within easy access of Seguin and San Antonio. Cibolo is part of an area known as the Metrocom, the Northeast corner of Bexar County and the northwest corner of Guadalupe County. The sister cities of the Metrocom include Universal City, Schertz, Selma, Live Oak, Garden Ridge, Converse and Kirby. In this area you will also find Randolph Air Force Base a major pilot training facility for the United States Air Force. Cibolo voted to become an independent township on October 9, 1965. In 2005 the voters adopted a home rule municipal charter with a council-manager type of government.

The CITY seeks to enter into an Agreement with a qualified Individual, Firm or Corporation (Bidder) with substantial and relevant experience and expertise to provide ANNUAL PRICE AGREEMENT FOR ROAD CONSTRUCTION MATERIALS.

The successful Bidder must meet all requirements of this ITB, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the goods and/or services specified in this ITB.

DEFINITIONS

The following definitions shall be used to identify terms throughout this Solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Vendor to furnish the goods specified within this Solicitation and obligating CITY to pay for the goods as specified. This may be an authorized Purchase Order.

B. CITY OF CIBOLO (CITY)

A home-rule municipal government.

C. CITY COUNCIL

The elected officials of the City of Cibolo, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

D. PIGGYBACK CONTRACT

A Contract or Agreement that has been competitively solicited in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with City of Cibolo.

E. PURCHASE ORDER

A Purchase Order records the financial obligation of the City to pay for the goods properly received; therefore, a Purchase Order is also required for all Contracts with an expenditure of funds entered into by the City Manager or City Council.

F. RESPONSE/BID

A complete, properly signed and submitted Response to this Solicitation.

G. BIDDER

The individual or firm responding to this Solicitation that consider themselves qualified to provide the goods specified herein, and are interested in making an offer to provide the goods to CITY.

H. SOLICITATION

This Invitation to Bid document issued by CITY containing terms, conditions and specifications for the goods to be procured.

I. VENDOR

The successful Bidder of this Solicitation. A person or business enterprise providing the goods to CITY as fulfillment of obligations arising from an agreement pursuant to this Solicitation.

NOTICE TO BIDDERS

A. NOTICE

All Bids are due on or before **2:00 p.m. on September 20, 2024** Solicitations are posted and available to download from:

<https://cibolotx.bonfirehub.com>

Information related to this Solicitation will only be provided through the City's Procurement Manager. Information about this Solicitation received through any other means may be inaccurate and result in a Respondent's submittal being incomplete which could ultimately render the Respondent's Bid non-compliant. Owner accepts no responsibility for information obtained through any other source.

B. RECEIPT OF BIDS

***Bid submissions will be accepted as following: ***

Electronic Submission

Or

Hard Copy Submission

The hard copy submittal shall be enclosed in an opaque sealed envelope, marked with the project title and name, and the address of the Respondent. The Bid shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Proposer shall submit one (1) copy of the entire proposal, plus one (1) digital copy (on CD, DVD or thumb drive).

Hard copy sealed Bids shall be addressed to and hand-delivered or shipped to:

City of Cibolo
Attn: Procurement Manager
Leili Samuelson
200 South Main St.
Cibolo, TX 78108

Bids must be received electronically by Bonfire, or hard copy by the **Procurement Manager, or Bonfire** on or before the time and date specified. The mere fact that the Bid was dispatched will not be considered; the Respondent must ensure that the Bid is actually delivered. The time hard copy Bids are received shall be determined by the time at City Hall. Bids received after the specified time of the opening will be returned unopened.

Public Acknowledgement. Owner shall receive, publicly open, and read aloud the names of the Respondents submitting and any monetary bids included in all properly submitted sealed bids at 201 W. Loop 539, Cibolo, Texas 78108 on September 20, 2024 at 2:00 pm central time. A preliminary tabulation of Respondents and their monetary bids will be made available after the bid opening and as soon as it has been assembled and verified.

C. QUESTIONS AND INQUIRIES

All questions and inquiries about this Solicitation shall be submitted in writing to lsamuelson@cibolotx.gov or at:

City of Cibolo
Attn: Leili Samuelson
Procurement Manager
200 South Main St.
Cibolo, TX 78108

Interpretations or clarifications considered necessary by CITY in response to such questions will be issued by Addenda and posted on the CITY's website: <https://cibolotx.bonfirehub.com>
It is the RESPONDENT'S responsibility to check the City of Cibolo website for all Addenda or Amendments.

D. SCHEDULE OF IMPORTANT DATES

The schedule for this Solicitation is as follows:

Release ITB:	August 20,2024
Legal Advertisements:	August 21 and 28, 2024

Deadline for Questions and Inquiries:	11:00 AM CST	August 30, 2024
Deadline for issuing addendums:		September 6, 2024
Bid Submission Deadline:	2:00 PM CST	September 20, 2024
Earliest Award by Owner:		October , 2024

C. **PRE-BID CONFERENCE**

A. A pre-bid conference will not be held.

STANDARD TERMS and CONDITIONS

A. **ACCEPTANCE**

Upon acceptance and approval by the City Council, or their designee, this Bid may affect a working Agreement between CITY and the successful Bidder. An official CITY Purchase Order is required prior to the delivery of any goods provided to CITY.

B. **ABSENCE OF PURCHASE ORDER OR AGREEMENT**

CITY is not responsible for delivery of any commodities or equipment without a fully executed Agreement and an official CITY Purchase Order.

C. **ADVERTISING AND PUBLICITY**

Bidder shall not advertise or otherwise publicize, without CITY's prior written consent, the fact that CITY has entered into the Agreement, except to the extent required by applicable law.

D. **ADDENDA**

If it becomes necessary to revise any part of this solicitation, prior to the due date and time, a written addendum will be provided to all Bidders. CITY is not bound by any oral representations, clarifications, or changes made in the written specification by CITY's employees, unless such clarification or change is provided to Bidders in written addendum form from the CITY.

Addenda will be transmitted by email to all parties that are known to have downloaded a copy of the ITB documents and specifications from CITY's website. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda on the Certification and Acknowledgement Form.

E. **AMENDMENTS**

Following the Contract award, *additional* goods of the same general category that could have been encompassed in the award of this Contract, and that are not already on the Contract, may be added. A formal written request may be sent to successful Bidder to provide a bid on the *additional* goods and Bidder shall submit bids to CITY as instructed. All prices are subject to negotiation. CITY may accept or reject any or all pricing bids, and may issue a separate ITB for the products after rejecting some or all of the bids. The commodities covered under this

provision shall conform to the scope of work, specifications, and requirements as outlined in the request. Contract changes shall be made in accordance with Local Government Code, Chapter 252.

F. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit Bids in response to this Solicitation and will not be discriminated against on the basis of race, color, creed, gender, age, religion, national origin, mental or physical disability, veteran's status or political affiliation in consideration for an award.

G. CERTIFICATION

This Solicitation includes a certification page. Bidder must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Bidder.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Bidders in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Bidder's bid.

H. CODES, PERMITS, LICENSES

Bidder shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specifications shall be construed as waiving any rules, regulations or requirements of these authorities. Bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to CITY.

I. COLLUSION

Advanced disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder in advance of the opening of Bids, whether in response to advertising or an informal Solicitation, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all bids to that particular Invitation to Bid or request.

J. COMMUNICATION

To insure the proper and fair evaluation of this Bid, CITY prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to CITY Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Bidders and CITY will be initiated by the appropriate CITY Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the

offending Bidder from consideration or award of the Bid then in evaluation, and/or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the point of contact listed in this Solicitation.

K. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Respondent or person considering doing business with a local government entity disclose the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>. Any completed Conflict of Interest Questionnaires shall be submitted to CITY.

L. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the Board of Directors before the Contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to CITY.
2. The copy of Form 1295 submitted to CITY must contain the unique certification number from the TEC. The form must be filed with CITY pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to CITY.
3. CITY, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date CITY receives the disclosure of interested parties from the business entity.

M. DISCLOSURE OF LITIGATION

Each Bidder shall include in its Bid a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Bidder or in which the Bidder has been judged guilty.

N. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Bid. Any deviations or exceptions are subject to review by CITY and may deem the Bid disqualified or non-responsive. If no exceptions are stated, it will be understood that all standard terms and conditions and specific requirements will be complied with, without exception.

O. FORMS

All Bids must be submitted on the form(s) as required by CITY, and accompanied by all required attachments.

P. GIFTS

CITY may, by written notice to the Bidder, disqualify the Bidder without liability if it is determined by CITY that any gift or thing value, whether in the form of money, services, credits, loans, travel, entertainment, hospitality, promise, or any other form, were offered or given by the Bidder or any agent or representative of the Bidder to any officer or employee of CITY with the intent of influence such officer or employee as a reward for any decision, opinion, recommendation, securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement.

Q. INDEPENDENT CONTRACTOR

Nothing in this Solicitation is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Bidder's services shall be those of an independent contractor. The Bidder agrees and understands that the Agreement does not grant any rights or privileges established for employees of CITY. Bidder shall not be within protection or coverage of CITY's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that CITY, from time to time, may have in force.

R. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by CITY, with the consent and agreement of the successful Bidder(s) and CITY. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the Bid. However, all parties indicate their understanding and all parties hereby expressly agree that CITY is not an agent of, partner to or representative of those outside agencies or entities and that CITY is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

S. INTERPRETATION OF DOCUMENTS

CITY reserves the right to adopt the most advantageous interpretation of the Bids submitted in the case of ambiguity or lack of clearness in stating Bid Prices, to reject any or all Bids, and/or waive informalities. CITY reserves the right to **reject any or all Bids**, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of the CITY to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

T. MISSTATEMENTS

Material misstatements in the material submitted for evaluation may be ground for rejection of a Bid on this project. Any such misstatement, if discovered after award of the Contract to such firm, may be grounds for immediate termination of the Contract. Additionally, the Bidder will be liable to CITY for any additional costs or damages to CITY resulting from such misstatements, including costs and attorney's fees for collecting such costs and damages.

U. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Bid or at such other address as a party may notify the other in writing. Notices to CITY shall be addressed to: City of Cibolo, 200 South Main St. Cibolo, Texas 78108, Attn: City Manager.

V. OVERCHARGES

Vendor hereby assigns to CITY any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

W. PAYMENT TERMS

1. Tax Exempt Status:

CITY is exempt from all federal excise, state and local taxes unless otherwise stated in this document. CITY claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Bidder will not charge for such taxes. If billed, CITY will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to City of Cibolo, Public Works Department, 200 South Main St., Cibolo, TX 78108, or emailed directly to Public Works, Department at ipankey@ciboltx.gov and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. CITY will pay Vendor within thirty days after delivery of goods is completed, or the day of receipt of a correct invoice for the goods, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by CITY in the event: (a) there is a bona fide dispute between CITY and Vendor concerning the delivery of goods performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents CITY from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning delivery provided, which caused the payment to be late; or (d) the invoice is not mailed to CITY in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual Agreement.

4. Right to Audit:

The Vendor agrees that the representatives of CITY shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that CITY has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to CITY any overpayments disclosed by any such audit.

5. Firm Pricing:

The price shall remain firm for the duration of the Agreement and resulting Purchase Order, or any extension periods. No separate line item charges shall be permitted for invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges unless expressly agreed to in advance and in writing. Bidder further certifies that the prices in the Bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. Price Warranty:

The Bidder warrants the prices quoted are not materially higher than the Bidders current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, CITY may deduct from any amounts owed to the Bidder, or otherwise recover, any amounts paid for items materially in excess of the Bidder's current prices on orders by others for like deliverables under similar terms of purchase.

X. PERSONAL INTEREST

No officer, employee, independent consultant or elected official of CITY who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal.

Y. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

Z. PROHIBITED FIRMS

1. CITY will not conduct business with Bidders who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
2. Successful Bidder must affirm, in any resulting Contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful Bidder must affirm, in any resulting Contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful Bidder must affirm, in any resulting Contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.

5. Successful Bidder must affirm, in any resulting Contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful Bidder must affirm, in any resulting Contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

AA. PROTEST PROCEDURES

1. Bidders are advised that protests of specifications, terms, conditions or any other aspect of this Solicitation, must be made prior to the Solicitation due date. Protest of specifications and Solicitation terms and conditions made after the due date and time will not be considered by the CITY.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:
 - a. The name, address and telephone number of the protestor.
 - b. The signature of the protestor or protestor's representative.
 - c. The Solicitation or Contract number.
 - d. A detailed statement of the legal and/or factual ground of the protest.
 - e. The form of relief/result requested.
3. Protests shall be mailed to City of Cibolo, 200 South Main St. Cibolo, Texas 78108, Attn: Procurement Manager. Award will be made in the best interest of CITY.

BB. PUBLIC INFORMATION

All Bids are subject to release as public information unless the Bid or specific parts of the Bid can be shown to be exempt from the Texas Public Information Act. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. CITY assumes no obligation or responsibility for asserting legal arguments on behalf of potential Bidders.

If a Bidder believes that a Bid or parts of a Bid are confidential, then the Bidder shall so specify. The Bidder shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Bid, which the Bidder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Bids and parts of Bids that are not marked as confidential will be automatically considered public information.

CC. RECEIPT OF BIDS

Bids must be received by CITY prior to the time and date specified. The time Bids are received shall be determined by the time clock stamp in the Procurement Manager's Office. Please note that CITY is not responsible for high internet traffic/demand at or near the time the Bid packages are due and that firms submitting their Bid package during peak traffic times risk their submittal not being received by the due date and time.

DD. REIMBURSEMENTS

There is no expressed or implied obligation for CITY to reimburse responding firms for any expenses incurred in preparing Bids in response to this Solicitation and CITY will not reimburse responding firms for these expenses, nor will CITY pay any subsequent costs associated with the provision of additional information or presentation, or to procure a Contract for these goods.

EE. REPRESENTATIONS AND RESPONSIBILITIES

By submitting a Bid in response to this ITB, Bidder represents that it has carefully read and understands all elements of this ITB; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of goods.

By submitting a Bid in response to this ITB, the Bidder represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the CITY, but has supplemented this information through due diligence research and that the Bidder sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Bidder to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Bidder from any obligations with respect to its Bid or to the Contract.

FF. RESERVATIONS

CITY reserves the right to request clarification or additional information specific to any Bid after all Bids have been received and the Solicitation due date has passed. Additionally, CITY reserves the right to accept or reject all or part of any Bid, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in CITY's best interest.

GG. BIDDER'S OBLIGATION

Bidder shall fully and timely provide all deliverables described in this Solicitation, Bidder's Bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

HH. BIDS BECOME PROPERTY OF CITY

Bids received in response to a Solicitation become the sole property of CITY.

II. RIGHT OF ACCEPTANCE AND REJECTION

The qualifications of a firm shall not deprive CITY of the right to accept a Bid, which in its judgment offers the best value to CITY. In addition, CITY reserves the right to reject any Bid where circumstances and developments have, in the opinion of CITY, changed the qualifications or responsibility of the firm.

JJ. RIGHT TO ASSURANCES

In the event CITY, in good faith, has reason to question the intent of the Bidder to perform, CITY may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, CITY may reject the Bid.

KK. CITY AGREEMENT

The CITY's Agreement is attached as Exhibit "B", if applicable. Successful Firm(s) will be required to execute this Agreement. All Bidders shall be required to thoroughly read and understand the terms, conditions and provisions in this Agreement. The Bidder acknowledges that CITY retains the right to revise the Agreement in order to comply with legal or regulatory requirements. All required Certificates of Insurance and endorsements will be required before contract award. Any exceptions taken to the CITY's Agreement must be indicated in your Bid. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications. CITY may consider the proposed changes in the evaluation process.

LL. SUBCONTRACTORS, SUPPLIERS AND OTHERS

If CITY requests the identity of certain Subcontractors, Suppliers, or other persons or organizations that shall furnish the materials, the Vendor shall, within five (5) calendar days from request submit to CITY a list of all such Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work for which such identification is requested.

MM. TAX EXEMPT

Bidder's prices must be net, exclusive of taxes. CITY is exempt from State Retail Tax and Federal Excise Tax.

NN. TERMINATION OF CONTRACT

CITY may terminate any Contract awarded as a result of this ITB without cause and for its convenience at any time upon **thirty (30) days'** written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the goods satisfactorily delivered, prior to the termination date.

OO. VENUE

Any Contract awarded as a result of this ITB shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action related to this Contract will be Guadalupe County, Texas.

PP. WITHDRAWAL OF BIDS BY BIDDER

1. Bidders may request withdrawal of a Bid *prior to the scheduled opening time* by contacting the CITY in writing via email at Isamuelson@cibolotx.gov
2. No Bid can be withdrawn after the time set for the receipt of Bids and for a minimum of ninety (90) days thereafter.

QQ. WITHDRAWAL BY CITY

The CITY makes no guarantees or representations that any award will be made and reserves the right to cancel this Solicitation for any reason, including:

1. Reject any and all Bids received as a result of this ITB.
2. Waive or decline to waive any informality and any irregularities in any statement of qualifications or Bids received.
3. Withhold the award of Contract(s).
4. Select Firm(s) it deems to be most qualified to fulfill the needs of the CITY.

5. Terminate the ITB process.

SPECIAL TERMS AND CONDITIONS

A. **BID LITERATURE**

Bidders must submit with their bid the latest printed literature and detailed specifications on equipment or material the Bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the CITY desires to purchase.

B. **COMMODITIES/EQUIPMENT**

1. **Material Safety Data Sheets:**

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a Vendor must provide to the CITY WITH EACH DELIVERY Material Safety Data Sheets, which are applicable to hazardous substances as defined in the Act.

2. **Assembly:**

Goods or equipment provided under this Agreement shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and made ready for continuous operation unless otherwise specified in bid document.

3. **Goods:**

Goods furnished shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Unless otherwise specified, used, shopworn, demonstrator, prototype or discontinued models are not acceptable.

4. **Packaging of Deliverables:**

Vendor must load deliverables in accordance with good and safe commercial practice and shall include a packing list showing the description of each item, the quantity or weight and the unit price. Vendor shall bear all costs of loading. Deliverables must be in a commercially reasonable condition and state to secure lowest transportation cost, conform with requirements of TxDOT and ensure safe delivery. The CITY's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **Warranty:**

The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by the CITY.

6. **No Limitation of Manufacturers' Warranties:**

Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.

7. **Special Tools and Equipment:**

If the price stated in the Bid includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the CITY and shall be identified by the Vendor as such.

C. LOCATIONS AND QUANTITIES

Bid must identify the storage location(s) for material delivery/pickup by City and minimum notice requirements (if any), loading requirements, or quantity limits for City pickup at storage location(s).

D. DELIVERY

1. Delivery Terms, Transportation Charges, FOB:

See Delivery Location, Hours, Days, Holidays below.

2. No Substitutions or Cancellations:

Unless specifically permitted in writing by the CITY, no substitutions or cancellations shall be acceptable.

3. Notice of Delay In Delivery:

If a delay in delivery is anticipated, Vendor shall give written notice to the CITY. The CITY has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the CITY advised at all times of the status of the order. Default in promised delivery or failure to meet specifications authorizes the CITY to procure the goods or equipment from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

4. Delivery Location, Hours, Days, Holidays:

All materials must be made available for pick up by City of Cibolo between the hours of 7AM and 4PM (CST), Monday through Friday except regularly observed state and federal holidays at the quoted locations, which shall not be more than 40 miles of the Public Works Facility, 108 Cibolo Drive, Cibolo, Texas 78108. Receipt of goods or materials does not signify acceptance. If goods are delivered to the incorrect location, Vendor is responsible for all expenses associated with loading material onto City vehicles.

5. No Shipment Under Reservation:

Not Applicable

6. Title/Risk of Loss:

Title to and risk of loss of the deliverables shall pass to the CITY only when the CITY actually receives and accepts the deliverables (no delivery, no sale).

7. Right of Inspection and Rejection:

The CITY expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. The Vendor will be notified if the goods or services are not in compliance with the required specifications. If any goods or services are rejected as non-compliant, the required goods or services may be procured from an alternate source, and the Vendor may be charged the full increase in cost, if any. If the CITY has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the CITY to facilitate such inspection.

8. Acceptance of Incomplete or Non-Conforming Goods:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the CITY prefers to accept such deliverables, the CITY may do so. The Vendor shall pay all claims, losses and damages attributable to the CITY's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the CITY may deduct such amounts as are necessary to compensate the CITY for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the CITY.

E. DISCOUNTS

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Bidder will list and deduct all discounts not based on early payment from prices quoted.

F. INSURANCE REQUIREMENTS (If Applicable)

Not Applicable

G. QUANTITIES

Quantities indicated below are estimated based upon the best available information. CITY does not guarantee to order any minimum quantities. CITY reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices proposed.

H. REGULATIONS and STANDARDS

The goods or equipment provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

I. RESPONSIBILITIES OF CITY

Prior to the start of the Agreement, CITY will designate in writing a person to act as CITY Representative. However, except as otherwise provided in the Contract, the CITY shall issue communications to Vendor through the CITY Representative(s). CITY Representative(s) will be responsible for providing CITY-supplied information, communications, documentation, and approvals with the exception of Purchase Order issuance, which shall be delivered by the CITY. CITY Representative(s) will also endeavor to provide Vendor with prompt notice if they observe a failure on the part of the Vendor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Agreement; however, failure of the CITY Representative(s) to provide Vendor with such notice shall not relieve Vendor of any of its responsibilities under the Contract.

Failure or omission of CITY or CITY Representative(s) to discover, or object to or condemn any defective goods shall not relieve Contractor from the obligation to properly and fully perform the Contract.

J. RESPONSIBILITIES OF VENDOR

Prior to the start of the Agreement, Vendor will designate in writing a person responsible to the CITY to act as Vendor's Representative during performance of the Agreement. Vendor

shall provide cellular telephone numbers and emergency and home telephone number(s). Telephone or cellular phone number(s) shall be to a live person having responsible authority and not an answering machine or answering service. The Vendor shall coordinate with the appropriate CITY Representative(s) prior to and during the term of the Agreement.

Vendor shall supervise, inspect and direct their employees competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform in accordance with the Contract and other related documents provided by the CITY. Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures related to the Agreement. Vendor shall be responsible to see that the delivery of goods strictly comply with the documents provided by CITY. Upon completion, Vendor shall coordinate with CITY Representative for final inspection and acceptance of goods.

K. SAMPLES

Samples of items shall be furnished, if requested by the CITY, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.

L. TERM OF AGREEMENT

1. Original Term:

The initial term of the Agreement shall become effective from date of acceptance and approval by CITY. It shall remain in full force and effect with firm fixed Bid prices for twelve (12) months.

2. Renewal Term:

Upon completion of the term of the original Agreement and upon mutual Agreement of both parties, the original Agreement may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original Agreement; provided, however, that the unit prices proposed under the original Agreement may, by mutual consent, be increased/decreased pursuant to the escalation/de-escalation provisions provided herein. In the event a new Agreement cannot be executed at the end of the original term or any renewal term, the Agreement may be renewed month-to-month until a new Agreement is executed.

3. Escalation/De-escalation:

The unit prices of all items purchased under the Agreement are firm for the first annual period of the Contract. If the option to renew for additional one-year term(s) is exercised by CITY, CITY may allow a unit price adjustment at the time of renewal. The Vendor may request unit price adjustments only when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which Bids opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5) % increase per renewal period; however, CITY reserves the right to limit the unit price

increases at any renewal period. The Vendor may offer price decreases in excess of the allowable percent change.

Vendor(s) are required to give a thirty (30) day written notice requesting the increase. Increases will be effective on the start date of the renewal term.

M. VALIDITY PERIOD

All Bids will remain subject to acceptance for **ninety (90) days** after the date of the opening, but CITY may, in its sole discretion, release any Bid prior to that date. That period may be extended by mutual written Agreement of CITY and the Bidder.

N. VENDORS SALES TERRITORY

CITY waives any responsibility or liability for Bidders bidding products "outside" their authorized territory by manufacturer or product line. Any Bidder bidding outside an approved manufacturer line does so at his own risk and discretion. Bidders shall comply with all sales terms according to the original bid and Purchase Order regardless of claim or dispute with product line representatives.

O. WORKMANSHIP

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

TECHNICAL SPECIFICATIONS

A. BRAND NAMES

Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

B. ROAD MATERIALS

Unless otherwise specified, the following specifications must meet or exceed the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (November 1, 2014 or as amended)

341M.1	Municipal Dense-Graded HMA TY-B PG64-22
341M.4	Municipal Dense-Graded HMA TY-D PG64-22
341M.3	Municipal Dense-Graded HMA TY-C SAC-B PG70-22
344.1	Hot-Mix Cold-Laid Asphalt Concrete Pavement
247	Flexible Base Type A Grade 2
302	Aggregate 3/8" Type A Grade 4
SS 8029	Concrete Sand

C. LOCATIONS

Locations for pick up must be within 40 miles of the Public Works Facility, 108 Cibolo Drive, Cibolo, Texas 78108.

EVALUATION AND AWARD OF CONTACT

A. AWARD OF CONTRACT

It is the intent of CITY to award this Contract to the Bidder(s) whose Bid provides the best value for CITY after consideration of the relative importance of costs and other best value factors described in this Solicitation. This ITB and the successful Bidders' Bid, or any part thereof, may be incorporated into and made a part of the final Contract. CITY reserves the right to negotiate final terms and conditions of the Contract in order to comply with legal or regulatory requirements.

B. BEST VALUE EVALUATION

The evaluation for best value for the City may include some or all of the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services;
- Product reliability, compatibility, and interchangeability with existing goods;
- Vendor financial resources;
- Delivery terms;
- Payment terms;
- Warranty terms;
- Proposed subcontractors, suppliers, and other persons, if applicable; and,
- Location(s) for pickup materials

While cost is an important factor, it is not the sole factor in determining the best value for CITY.

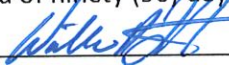
CERTIFICATION AND ACKNOWLEDGMENT

The undersigned, as an authorized agent of the Bidder, hereby certifies:

The Bidder is in receipt of _____ addenda.

The Bidder certifies:

- that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002.
- that it does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.
- that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country pursuant to Texas Government Code, Chapter 2274.
- The Bidder is qualified to deliver the goods and/or perform the work outlined in this ITB.
- The Bid has been arrived at independently and submitted without collusion with any other Bidder, CITY staff or CITY contractor, and the contents of the Bid have not been communicated by the Bidder or, to the Bidder's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Bidder, and will not be communicated to any person prior to CITY's final action on this ITB prior to contract award. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a Bid for the work.
- The offers, terms and conditions of the Bid will remain valid and effective and may be relied upon by CITY for a period of ninety (90) days following the Bid closing date and time as identified in this ITB or addenda.

Signed By:  Title: President
Typed Name: William Fischer Company Name: Brauntex Materials, Inc.
Phone No.: 830-625-6276 Email: sales@brauntexmaterials.com
F PO Box 312622 New Braunfels TX 78131
P.O. Box or Street City State Zip
Federal Tax ID No.: 741560772 Date: 9-13-24

FOR CITY USE ONLY

Upon approval and execution by CITY, this bid becomes an effective contract between the parties.

APPROVED BY: _____ DATE: _____
Wayne Reed, City Manager (Effective Date of Contract)

EXHIBIT "A"
BID FORM

Quantities indicated below are estimated based upon the best available information. CITY does not guarantee to order any minimum quantities. CITY reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices proposed.

The CITY reserves the right to award by line item, extended price total, or any combination of lines, in the best interests of the CITY.

ANNUAL PRICE AGREEMENT FOR ROAD MATERIALS					
ITEM #	UOM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
341M.1	Ton	1500	Municipal Dense-Graded HMA TY-B PG64-22	59.00	88,500.00
341M.4	Ton	1500	Municipal Dense-Graded HMA TY-D PG64-22	59.00	88,500.00
341M.3	Ton	1500	Municipal Dense-Graded HMA TY-C SAC-B PG70-22	64.00	96,000.00
344.1	Ton	1500	Hot-Mixed Cold-Laid Asphalt Concrete Pavement	69.00	103,500.00
247	Ton	500	Flexible Base Type A Grade 2	6.25	3,125.00
302	Ton	500	3/8" Type A Grade 4	24.50	12,250.00
SS 8029	Ton	500	Concrete Sand	20.50	10,250.00
TOTAL					

Signed By:  Title: President

Typed Name: William Fischer Company Name: Brauntex Materials, Inc.

EXHIBIT "B"

**ITEM 341M MUNICIPAL DENSE- GRADED HOT-MIX ASPHALT
ITEM 344 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT**

ITEM 247 FLEXIBLE BASE

ITEM 302 AGGREGATES

SS 8029 CONCRETE SAND

Item 341M Municipal Dense-Graded Hot-Mix Asphalt

1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate, asphalt binder, and additives mixed hot in a mixing plant.

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

2. MATERIALS

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met and document all material source changes when the Contractor makes a source or formulation change. The Engineer may sample and test project materials anytime during the project to verify specification compliance.

Substitution: An TxDOT approved existing dense graded (341/3076) or Superpave (344/3077) mix design is considered an equal or better substitution and may be substituted for this item.

2.1 Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1 and this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests shown in Table 1. Document all test results in the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis in accordance with [Tex-200-F](#), Part II.

2.1.0. Coarse Aggregate. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the TxDOT's Department's *Bituminous Rated Source Quality Catalog* ([BRSQC](#)) are preapproved for use. Use only the rated values for HMA listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in HMA.

For sources not listed in the TxDOT's BRSQC:

- build an individual stockpile for each material;
- test the stockpile for specification compliance;
- use only when tested and approved; and
- once approved, do not add additional material to the stockpile unless otherwise allowed by the Engineer.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans. The SAC for sources in the TxDOT's *Aggregate Quality Monitoring Program* (AQMP) ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.0.1. Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements shown in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials, unless otherwise shown on the plans. When blending Class A and Class B aggregates to meet a Class A requirement, ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source, unless otherwise shown on the plans. Blend by volume if the bulk specific gravities of the Class A and Class B aggregates differ by more than 0.300. Coarse aggregate from RAP will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests anytime during production, when the Contractor blends Class A and Class B aggregates to meet a Class A requirement. The Engineer will use TxDOT's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks to verify the percent of Class A aggregate retained on the No. 4 sieve. The Engineer will use the gradations supplied by the Contractor in the mixture design report as an input for the template. A failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.0.2. Micro-Deval Abrasion.** The Engineer may perform at least one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source used in the mixture design that has a rated source soundness magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer may perform testing before the start of production and may perform additional testing anytime during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est} = (RSSM)(MD_{act}/RSMD)$$

where:

Mg_{est} = magnesium sulfate soundness loss
 $RSSM$ = rated source soundness magnesium
 MD_{act} = actual Micro-Deval percent loss
 $RSMD$ = rated source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved.

- 2.1.1. Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used, that are free of organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used, that meet the requirements shown in Table 1, unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

- 2.1.2. Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the fine aggregate properties in accordance with Table 1 and the gradation requirements in accordance with Table 2. Supply fine aggregates that are free of organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free of organic

impurities. Unless otherwise shown on the plans, at most 10% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, except field sand, from coarse aggregate sources that meet the requirements shown in Table 1, unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
Surface Aggregate Classification SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F , Part I	1.5
Decantation, %, Max	Tex-217-F , Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note ¹
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count, ² %, Min	Tex-460-A , Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Sand equivalent, %, Min	Tex-203-F	45 ³
Organic impurities	Tex-408-A	Note ⁴

- Used to estimate the magnesium sulfate soundness loss in accordance with Section 341.2.1.1.2., "Micro-Deval Abrasion."
- Only applies to crushed gravel.
- The Engineer may perform [Tex-252-F](#) on fine aggregates not meeting this minimum requirement. Fine aggregates with a methylene blue value of 10.0 mg/g or less may be used.
- Optional test.

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Wt. Or Volume
3/8"	100
#8	70-100
#200	0-30

2.2.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash, unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used, unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is dry enough, free-flowing, and free of clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
- meets the gradation requirements shown in Table 3, unless otherwise shown on the plans.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Wt. or Volume
#8	100
#200	55-100

- 2.3. **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.
- 2.4. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt binder shown on the plans that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions."
- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, EBL, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300. Specialized tack coat materials on TxDOT's [Material Producer List \(MPL\)](#) for *Tracking Resistant Asphalt Interlayer* (TRAIL) will be allowed or required when shown on the plans. Do not dilute emulsified asphalt at the terminal, in the field, or at any other location before use, unless required in conformance with the manufacturer's recommendation for approved TRAIL products on the MPL.
- 2.6. **Additives.** Use the type of additive specified when shown on the plans. Use the rate of additive specified in conformance with the manufacturer's recommendation. Additives that facilitate mixing and compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.
- 2.6.0. **Lime and Liquid Antistripping Agent.** Lime or liquid antistripping agent is required when shown on the plans. When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.
- 2.6.1. **Warm-Mix Asphalt (WMA).** WMA is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the [MPL](#).
- WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value at or below 275°F.
- MPL-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.
- 2.6.2. **Compaction Aid.** Compaction aid is defined as a MPL-approved chemical warm-mix additive, denoted as "chemical additive" on the [MPL](#), that is used to facilitate mixing and compaction of HMA at a discharge temperature greater than 275°F.
- Compaction aid is allowed for use on all projects. Compaction aid is required when shown on the plans or as required in Section 341.4.7.1., "Weather Conditions."
- Warm-mix foaming processes, denoted as "foaming process" on the [MPL](#), may be used to facilitate mixing and compaction of HMA at target discharge temperatures greater than 275°F; however, warm-mix foaming processes are not defined as a compaction aid.
- 2.7. **Recycled Materials.** Use of RAP is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP in accordance with Table 4. The allowable percentages in accordance with Table 4 may be decreased or increased when shown on the plans. Determine the asphalt

binder content and gradation of the RAP stockpiles for mixture design purposes in accordance with [Tex-236-F](#), Part I. The Engineer may verify the asphalt binder content of the stockpiles anytime during production. Perform other tests on RAP when shown on the plans. Use a separate cold feed bin for each stockpile of RAP during HMA production.

Surface, intermediate, and base mixes referenced in Table 4 and Table 5 are defined as follows, unless otherwise shown on the plans.

- **Surface.** The final HMA lift placed at the top of the pavement structure.
- **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. below the riding surface.
- **Base.** Mixtures placed greater than 8.0 in. below the riding surface. Unless otherwise shown on the plans, mixtures used for bond breaker are defined as base mixtures.

2.7.0. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Fractionated RAP is defined as a stockpile that contains RAP material with at least 95.0% passing the 1/2-in. sieve, before burning in the ignition oven, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 1/2-in. screen to fractionate the RAP.

Use of Contractor-owned RAP, including HMA plant waste, is permitted unless otherwise shown on the plans. Perform any necessary tests to ensure RAP is appropriate for use. The Contractor will retain ownership of RAP generated on the project unless otherwise shown on the plans.

Do not use RAP contaminated with dirt or other objectionable materials. Do not use RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Remove unused Contractor-owned RAP material from the project site upon completion of the project.

Table 4
Max Allowable Amounts of Fractionated RAP

Max Allowable Fractionated RAP (%)		
Surface	Intermediate	Base
20.0	30.0	35.0

2.8. **Substitute Binders.** No binder substitution will be allowed when shown on the plans. The Contractor may use a substitute PG binder shown in Table 5 instead of the PG binder originally specified, if using recycled materials, and if the substitute PG binder and mixture made with the substitute PG binder meet the following.

- The substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded (PG) Binders."
- The mixture has less than 10.0 mm of rutting on the Hamburg wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may be allowed only at the discretion of the Engineer if the Hamburg wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable PG Binders

Originally Specified PG Binder	Allowable Substitute PG Binder for Surface Mixes	Allowable Substitute PG Binder for Intermediate and Base Mixes
76-22	70-22	70-22
70-22	N/A	64-22
64-22	N/A	N/A
76-28	70-28	70-28
70-28	N/A	64-28
64-28	N/A	N/A

3. EQUIPMENT

Provide required or necessary equipment in accordance with TxDOT Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required in accordance with the Specification, the Contractor may perform other QC tests as necessary. Anytime during the project, the Engineer may perform production and placement tests as necessary. Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

- 4.1. **Certification.** Personnel certified by the TxDOT-approved HMA certification program (www.TXHMAC.org) must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2-certified specialist. Provide Level 1A-certified specialists at the plant during production operations. Provide Level 1B-certified specialists to conduct placement tests. Provide Level AGG101-certified specialists for aggregate testing.

Table 6
Test Methods, Test Responsibility, and Min Certification Levels

Test Description	Test Method	Contractor	Engineer	Level ¹
Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A/AGG101
Dry sieve	Tex-200-F , Part I	✓	✓	1A/AGG101
Washed sieve	Tex-200-F , Part II	✓	✓	1A/AGG101
Deleterious material	Tex-217-E , Part I and Part III	✓	✓	AGG101
Decantation	Tex-217-F , Part II	✓	✓	AGG101
Los Angeles abrasion	Tex-410-A		✓	Engineer
Magnesium sulfate soundness	Tex-411-A		✓	Engineer
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Crushed face count	Tex-460-A	✓	✓	AGG101
Flat and elongated particles	Tex-280-F	✓	✓	AGG101
Linear shrinkage	Tex-107-E	✓	✓	AGG101
Sand equivalent	Tex-203-F	✓	✓	AGG101
Bulk-specific gravity	Tex-201-F	✓	✓	AGG101

Test Description	Test Method	Contractor	Engineer	Level ¹
Asphalt Binder and Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C , Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C , Part III	✓	✓	1A/1B
Mix Design and Verification				
Design and job-mix formula (JMF) changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (Superpave gyratory compactor (SGC))	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F , Part I and Part VI	✓	✓	1A
Rice gravity	Tex-227-F , Part II	✓	✓	1A
Indirect tensile strength	Tex-226-F	✓	✓	1A
Hamburg wheel test	Tex-242-F	✓	✓	1A
Production Testing				
Selecting production random numbers	Tex-225-F , Part I		✓	1A
Mixture sampling	Tex-222-F	✓	✓	1A/1B
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F , Part I and Part VI	✓	✓	1A
Rice gravity	Tex-227-F , Part II	✓	✓	1A
Gradation and asphalt binder content ²	Tex-236-F , Part I	✓	✓	1A
Control charts	Tex-233-F	✓	✓	1A
Moisture content	Tex-212-F , Part II	✓	✓	1A/AGG101
Hamburg wheel test	Tex-242-F	✓	✓	1A
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Abson recovery	Tex-211-F		✓	Engineer
Placement Testing				
Selecting placement random numbers	Tex-225-F , Part II		✓	1B
Trimming roadway cores	Tex-251-F , Part I and Part II	✓	✓	1A/1B
In-place air voids	Tex-207-F , Part I and Part VI	✓	✓	1A
In-place density (gauge method)	Tex-207-F , Part III	✓		1B
Establish rolling pattern	Tex-207-F , Part IV	✓		1B
Control charts	Tex-233-F	✓	✓	1A
Ride quality measurement	Tex-1001-S	✓	✓	Note ²

- Levels 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program. www.TXHMAC.org
- Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when surface test Type B is specified.

4.2. **Reporting and Responsibilities.** Use TxDOT-provided or approved templates to record and calculate all test data, including mixture design, production and placement QC and QA, control charts. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as shown in Table 7, unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, or that fails to meet the specification requirements. Record and electronically submit all test results and pertinent information on TxDOT-provided templates.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Quality Control			
Gradation	Contractor	Engineer	1 working day of completion of the lot
Asphalt binder content			
Laboratory-molded density			
In-place air voids			
Quality Assurance			
Gradation	Engineer	Contractor	1 working day of completion of the lot
Asphalt binder content			
Laboratory-molded density			
In-place air voids			
Hamburg wheel test ¹			

1. Optional Test.

Use the procedures described in [Tex-233-F](#) to plot the results of all QC and QA testing. Update the control charts as soon as test results for each sublot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

- 4.3 Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP.

- 4.3.1 Project Personnel.** For project personnel, include:
- a list of individuals responsible for QC with authority to take corrective action,
 - current contact information for each individual listed, and
 - current copies of certification documents for individuals performing specified QC functions.
- 4.3.2 Material Delivery and Storage.** For material delivery and storage, include:
- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
 - aggregate stockpiling procedures to avoid contamination and segregation;
 - frequency, type, and timing of aggregate stockpile testing to assure conformance with material requirements before mixture production; and
 - procedure for monitoring the quality and variability of asphalt binder.
- 4.3.3 Production.** For production, include:
- loader operation procedures to avoid contamination in cold bins;
 - procedures for calibrating and controlling cold feeds;

- procedures to eliminate debris or oversized material;
- procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, lime, liquid antistriper, compaction aid, foaming process, and WMA);
- procedures for reporting job control test results; and
- procedures to avoid segregation and drain-down in the silo.

4.3.4 Loading and Transporting. For loading and transporting, include:

- type and application method for release agents, and
- truck-loading procedures to avoid segregation.

4.3.5 Placement and Compaction. For placement and compaction, include:

- proposed agenda for mandatory pre-paving meeting, including date and location;
- proposed paving plan (e.g., production rate, paving widths, joint offsets, and lift thicknesses);
- type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
- procedures for the transfer of mixture into the paver while avoiding segregation and preventing material spillage;
- process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
- paver operations (e.g., speed, operation of wings, and height of mixture in auger chamber) to avoid segregation and other surface irregularities; and
- procedures to construct quality longitudinal and transverse joints.

4.4 Mixture Design.

4.4.1. Design Requirements. Use the dense-graded design procedure provided in [Tex-204-F](#), unless otherwise shown on the plans. Design the mixture to meet the requirements shown in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

Design the mixture using an SGC, and 50 gyrations as the design number of gyrations (N_{design}). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the N_{design} value as shown in Table 9. The N_{design} level may be reduced to at least 35 gyrations at the Contractor's discretion.

Provide the Engineer with a mixture design report that meets the specifications. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- the binder source and optimum design asphalt content;
- asphalt binder content and aggregate gradation of RAP stockpiles;
- the N_{design} level used on the SGC;
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons who performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Wt. or Volume) and Void in Mineral Aggregate (VMA) Requirements

Sieve Size	DG-B Fine Base	DG-C Coarse Surface	DG-D Fine Surface	DG-F Fine Mixture
2"	–	–	–	–
1-1/2"	100.0 ¹	–	–	–
1"	98.0–100.0	100.0 ¹	–	–
3/4"	84.0–98.0	95.0–100.0	100.0 ¹	–
1/2"	–	–	98.0–100.0	100.0 ¹
3/8"	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA), % Min				
–	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA), % Min				
–	12.5	13.5	14.5	15.5

1. Defined as Max sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, %	Tex-207-F	96.0
Design gyrations (N _{design})	Tex-241-F	50 ¹
Indirect tensile strength (dry), psi	Tex-226-F	85–200 ²
		–

- Adjust within a range of 35–100 gyrations when shown on the plans, in accordance with the specification, or when mutually agreed between the Engineer and Contractor.
- The Engineer may allow the indirect tensile test strength to exceed 200 psi if the corresponding Hamburg wheel rut depth is >2.5 mm and <12.5 mm.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Min # of Passes at 12.5-mm ^{1,2} Rut Depth, Tested at 50°C
PG 64 or lower	Tex-242-F	5,000
PG 70		10,000
PG 76 or higher		20,000

- The Hamburg wheel test will have a minimum rut depth of 2.5 mm.
- The Engineer may elect to use the Contractor's Hamburg Test Results

4.4.2 Job-Mix Formula Approval. The JMF is the combined aggregate gradation, N_{design} level, and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive, foaming process, or compaction aid. When WMA or a compaction aid is used, document the additive or process used and recommended rate in the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch, unless otherwise approved. The Engineer may accept an existing mixture design previously used on a project and may waive the trial batch to verify JMF1.

4.4.1.1. Contractor's Responsibilities.

4.4.1.1.1. Providing Superpave Gyrotory Compactor. Provide an SGC in accordance with Item 504, "Field Office and Laboratory," and make the SGC available to the Engineer for use in molding production samples.

4.4.1.1.2. Gyratory Compactor Correlation Factors. Use [Tex-206-F](#), Part II, to perform a gyratory compactor correlation when the Engineer uses a different SGC. Apply the correlation factor to all subsequent production test results.

4.4.1.1.3. Ignition Oven Correction Factors. Notify the Engineer before performing [Tex-236-F](#), Part II. Allow the Engineer to witness the mixing of ignition oven correction factor sample. Determine the aggregate and asphalt correction factors from the ignition oven in accordance with [Tex-236-F](#), Part II.

Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed. Correction factors must be performed every 12 mo.

4.4.1.1.4. Trial Batch Produce a trial batch (JMF2) as necessary to obtain a mixture that meets the specification requirements. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.

4.4.1.1.5. Trial Batch/JMF2 Sampling. After the Engineer grants full approval of JMF1, Obtain a representative sample of the trial batch/JMF2 and split it into three equal portions in accordance with [Tex-222-F](#). Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed. Referee testing process shall be agreed to by Contractor and Engineer. Evaluate the trial batch test results, determine the optimum mixture proportions, and submit as JMF2 Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform Tex 226 F on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements shown in Table 4 and Table 5.

4.4.1.1.6. Development of JMF2.

4.4.1.1.7. Mixture Production. Use JMF2 to produce Lot 1 in accordance with Section 341.4.9.1.3, "Lot 1 Placement," after receiving approval for JMF2 and a passing Hamburg wheel result on the trial batch from a laboratory listed on the [MPL](#). Once JMF2 is approved, and without receiving the results from the Engineer's Hamburg wheel test on the trial batch, the Contractor may proceed to Lot 1 production at their own risk. The Engineer may elect to use the Contractor's Hamburg results.

4.4.1.1.8. Development of JMF3. Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.1.1.9. JMF Adjustments. If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot,
- be numbered in sequence to the previous JMF,
- meet the mixture requirements in accordance with Table 4 and Table 5,
- meet the master gradation limits in accordance with Table 8, and
- be within the operational tolerances of JMF2 in accordance with Table 11.

4.4.1.1.10. Requesting Referee Testing. Use referee testing, if needed, in accordance with Section 341.4.9.1., "Referee Testing," to resolve testing differences with the Engineer. Referee testing process shall be agreed to by Contractor and Engineer.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between JMF2 and JMF1 Target ¹	Allowable Difference Between Current JMF and JMF2 ²	Allowable Difference Between Contractor and Engineer ³
Individual % retained on #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Gradation Limits in Table 8	±5.0 ⁴	±5.0
Individual % retained on sieves smaller than #8 and larger than #200			±3.0 ⁴	±3.0
% passing the #200 sieve			±2.0 ⁴	±1.6
Asphalt binder content, %	Tex-236-F	±0.5	±0.3	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, Min	Tex-204-F	Note 5	Note ⁵	N/A
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	N/A	±0.020

- JMF1 is the approved laboratory mixture design used for producing the trial batch. JMF2 is the approved mixture design developed from the trial batch used to produce Lot 1.
- Current JMF is JMF3 or higher. JMF3 is the approved mixture design used to produce Lot 2.
- Contractor will take corrective action to bring test results back within tolerances.
- When within these tolerances, mixture production gradations may fall outside the master gradation limits; however, the % passing the #200 will be considered out of tolerance when outside the master gradation limits.
- Verify that Table 8 requirements are met for VMA.

4.4.2. Engineer's Responsibilities.

4.4.2.1.1. **Superpave Gyrotory Compactor.** The Engineer will use a SGC, calibrated in accordance with [Tex-241-F](#), to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a SGC at an alternate location.

- 4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. All source changes for asphalt will require a passing Hamburg wheel test result from a laboratory listed on the [MPL](#). The Contractor may proceed at their own risk with Lot 1 production without the results from the Hamburg wheel test on the trial batch. All aggregate source changes will require a new laboratory mixture design and trial batch. Take corrective action and receive approval to proceed after any production suspension for noncompliance with the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of any RAP stockpile used in the mix is more than 0.5% higher than the value shown in the mixture design report.
- 4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and HMA discharge temperatures (in legible and discernible increments) in accordance with Item 320, unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.
- 4.5.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed the maximum production temperatures shown in Table 12. The Engineer will not pay for or allow placement of any mixture produced above the maximum production temperatures shown in Table 12.

Table 12
Max Production Temperature

High-Temperature Binder Grade ¹	Max Production Temperature (°F)
PG 64	325 ²
PG 70	335 ²
PG 76	345 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. The Maximum production temperature of WMA is 275°F. The contractor may elect to run the first few loads warmer than the maximum WMA temp to pre-heat construction equipment.

Produce WMA within the target discharge temperature range of 215–275°F when WMA is required. Take corrective action anytime the discharge temperature of the WMA exceeds the target discharge range. As an exception when running Warm Mix, the contractor may run the first 1-4 loads at normal temperatures to allow the mix to preheat the construction equipment. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with [Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck and perform the test promptly.

- 4.6. Hauling Operations.** Use belly dump, live-bottom, or end dump trucks to haul and transfer mixture. Use other hauling equipment only when allowed.

Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent listed on the TxDOT Materials Producer List [MPL](#) to coat the inside bed of the truck when necessary. Do not use diesel or any release agent not listed on the [MPL](#). Use a solid tarp of watertight construction to cover the load.

- 4.7. Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Agency's copy to the Engineer approximately every hour, or as directed. Use a handheld thermal camera or infrared thermometer, or probe-type thermometer to measure and record the internal temperature of the mixture as discharged from the truck or material transfer device (MTD) before or as the mix enters the paver. To obtain windrow internal temperature, remove surface asphalt to a depth of at least 6 inches. Measure the mixture temperature at a minimum frequency of one per ten trucks, or as approved. Include an approximate station number or Global Positioning System coordinates of the location where the temperature was taken on each ticket. Ensure the mixture meets the temperature requirements shown in Table 12. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide within 6 in. of lane lines, are not placed in the wheel path, or will not be covered with pavement markings, or as directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines shown in Table 13 to determine the compacted lift thickness of each layer

when multiple lifts are required.

Table 13
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Min Untrimmed Core Height Eligible for Testing (in.)
	Min (in.)	Max (in.)	
DG-B	2.50	5.00	1.75
DG-C	2.00	4.00	1.50
DG-D	1.50	3.00	1.25
DG-F	1.25	2.50	1.25

4.7.1. Weather Conditions.

- 4.7.1.1. **Pavement Surface.** Place mixture when the roadway surface is dry and the roadway surface temperature is at or above the temperatures shown in Table 14 unless otherwise approved or as shown on the plans. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Contractor may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture, when using WMA, or when using a paving process with equipment that eliminates thermal segregation.

Table 14
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Min Pavement Surface Temperatures (°F)	
	Subsurface Layers	Surface Layers
PG 64	45	50
PG 70	55	60
PG 76	60	60

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.

4.7.2. Tack Coat.

- 4.7.2.1. **Application.** Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply the tack coat to all surfaces that will come in contact with the subsequent HMA placement, unless otherwise directed. Apply adequate overlap of the tack coat in the longitudinal direction during placement of the mat to ensure bond of adjacent mats, unless otherwise directed. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use, unless required in conformance with the manufacturer's recommendation for approved [TRAIL](#) product use, or when shown on the plans.
- 4.7.2.2. **Sampling.** The Engineer may obtain at least one sample of the tack coat binder per project per source in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300. The Engineer will notify the Contractor when the sampling will occur and will witness the collection of the immediately before use. For emulsions, the Engineer may test as often as necessary to ensure the residual of the emulsion is greater than or equal to the specification requirement in Item 300.

- 4.7.3. **Lay-Down Operations.** Use the placement temperatures shown in Table 15 to establish the minimum placement temperature of the mixture delivered to the paving operation.

Table 15
Minimum Mixture Placement Temperature

High-Temperature Binder Grade¹	Min Placement Temperature^{2,3,4} (°F)
PG 64	260
PG 70	270
PG 76	280

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. The mixture temperature must be measured using a handheld thermal camera, probe thermometer, or infrared thermometer immediately before entering MTD or paver.
3. Minimum placement temperatures may be reduced 20°F if using a chemical WMA additive as a compaction aid, MTD with remixing capabilities, or paver hopper insert with remixing capabilities.
4. When using WMA, the minimum placement temperature is 215°F.

4.7.3.1. Windrow Operations. Operate windrow pickup equipment so that when hot mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.7.3.2. Screed Heaters. Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min.

4.8. Compaction. Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. If the in-place air voids are less 2.7% or more than 9.9%, the Engineer may suspend operations or require removal and replacement. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

In lieu of cores, a calibrated and correlated density gauge may be used to measure in place air voids. Take one density core per day to correlate the density gauge reading.

Areas defined in Section 341.4.9.2.3. "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers necessary to ensure desired compaction. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids, unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction using rollers. The Engineer may require rolling using a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations using breakdown rollers before the pavement temperature drops below 180°F, unless otherwise allowed. Compaction using a pneumatic or light finish roller operated in static mode is allowed for pavement temperatures above 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic, unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. Acceptance Plan. Payment adjustments for the material will be in accordance with Article 341.6., "Payment."

Sample and test the hot mix on a lot and subplot basis. Mixture meeting specification requirements will be paid for a pay factor of 1.0.

Referee Testing. The referee testing process shall be agreed to by Contractor and Engineer. The Contractor may request referee testing if a “remove and replace” condition is determined based on the Engineer’s test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference in accordance with Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer’s test results require suspension of production and the Contractor’s test results are within specification limits. Make the request within 5 working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the subplot in question and only for the tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to be reported.

Determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory, and the Engineer’s average maximum theoretical specific gravity for the lot. Except for “remove and replace” conditions, referee test results are final.

4.9.1. Production Acceptance.

4.9.1.1. **Production Lot.** A Production Lot is defined as a minimum of one test per 500 tons.

4.9.1.2. Production Sampling.

4.9.1.2.1. **Random Sample.** Determine random sample locations in accordance with [Tex-225-F](#). Take one sample for each lot at the randomly selected location. The Contractor will perform all sampling and the Engineer may witness the sampling of production lots.

4.9.1.2.2. **Mixture Sampling.** The Contractor will perform the sampling of production lots from trucks at the plant in accordance with [Tex-222-F](#). The sampler will split each sample into three equal portions in accordance with [Tex-200-F](#) and label these portions as “Contractor,” “Engineer,” and “Referee.” The Engineer may witness the sample splitting and may take immediate possession of the samples labeled “Engineer” and “Referee.”

4.9.1.2.3. **Asphalt Binder Sampling.** The Engineer may elect to test the sample by a TxDOT qualified binder laboratory to verify compliance with Item 300.

4.9.1.3. **Production Testing.** The Contractor will perform production tests on each lot as shown in Table 16. Determine compliance with operational tolerances shown in Table 11 for all lots. The Engineer may use the Contractor’s test results as acceptance tests, in lieu of performing tests. No testing is required when less than 100 tons per day is produced.

Take immediate corrective action if the Engineer’s laboratory-molded density on any subplot is less than 95.0% or greater than 97.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor’s corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

Table 16
Production and Placement Testing Frequency

Description	Test Method	Min Contractor Testing Frequency	Min Engineer Testing Frequency
Individual % retained on #8 sieve and larger	Tex-200-F or Tex-236-F	1 per lot	1 per day
Individual % retained on sieves smaller than #8 and larger than #200			
% passing #200 sieve			
Laboratory-molded density	Tex-207-F	1 per lot	1 day
Laboratory-molded bulk specific gravity			
In-place air voids ³			
VMA	Tex-204-F		
Theoretical maximum specific (Rice) gravity	Tex-227-F	1 per lot	1 per day
Asphalt binder content	Tex-236-F	1 per lot	1 per day
Hamburg wheel test	Tex-242-F	–	
Asphalt binder sampling and testing ^{1,2}	Tex-500-C , Part II	–	
Tack coat sampling and testing	Tex-500-C , Part III	–	

1. Sampling performed by the Contractor. The Engineer will witness sampling and retain the samples for 1 yr.
2. Testing performed by accredited laboratory.
3. Placement Lot is defined in 4.9.2.1.

4.9.1.4. Operational Tolerances. Control the production process within the operational tolerances shown in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.1.4.1. Gradation. Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A subplot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances shown in Table 11 for three consecutive sublots on the same sieve or four consecutive sublots on any sieve, unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.1.4.2. Asphalt Binder Content. A lot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values shown in Table 11. No production or placement payment adjustments greater than 1.000 will be paid for any lot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any lot.

4.9.1.4.3. VMA. The Contractor will determine the VMA for every lot. Take immediate corrective action if the VMA value for any subplot is less than the minimum VMA requirement for production shown in Table 8. Suspend production and shipment of the mixture if the Contractor's VMA results on two consecutive lots are below the minimum VMA requirement for production shown in Table 8.

4.9.1.4.4. Hamburg Wheel Test. The Engineer may perform a Hamburg wheel test on plant-produced mixture anytime during production. Suspend production until further Hamburg wheel tests meet the specified values when the production samples fail the Hamburg wheel test criteria shown in Table 10.

4.9.1.5. Individual Loads of Hot Mix. The Engineer may reject individual truckloads of hot mix. When a load of hot mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.2. Placement Acceptance.

- 4.9.2.1. Placement Lot.** A Placement Lot is defined as a minimum of one density core per 250 tons or as approved by the Engineer. If a density gauge is used for acceptance, a minimum of one density test is required per 500 feet of paving.
- 4.9.2.2. Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.
- 4.9.2.3. Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, pavement repair sections less than 300 ft., and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness shown on the plans is less than the minimum untrimmed core height eligible for testing in accordance with Table 13. Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 341.4.8., "Compaction." Miscellaneous areas are not subject to in-place air void determination.
- 4.9.2.4. Placement Sampling.** The Engineer will provide the Contractor with the placement random numbers only immediately after the lot is completed. Mark the roadway location at the completion of each lot and record the station number. Determine one random sample location for each placement lot in accordance with [Tex-225-E](#). Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is shown on the plans as not subject to in-place air void determination, cores will not be taken for the subplot and a 1.000 pay factor will be assigned to that subplot. In lieu of cores, use of a calibrated and correlated density gauge is acceptable.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes using other methods when approved.

- 4.9.2.5. Placement Testing.** Perform placement tests in accordance with Table 16. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are shown in Table 11.
- 4.9.2.5.1. In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). In lieu of cores, use of a calibrated and correlated density gauge is acceptable. Before drying to a constant weight, cores may be pre-dried using a CoreDry or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.
- 4.9.2.5.2. Irregularities.** Identify and correct irregularities, including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities. The Engineer may also require the Contractor to remove and replace (at the Contractor's expense) areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than 1 day while the Contractor is taking appropriate corrective action.

- 4.9.3. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

- 5.1. **Dense-Graded HMA.** Hot mix will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with TxDOT Item 520, "Weighing and Measuring Equipment."
- 5.2. **Tack Coat.** Tack coat will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All tack, including emulsions, will be measured by the gallon applied. The Engineer may allow the use of a metering device to determine asphalt volume used and application rate if the device is accurate within 1.5% of the strapped volume.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 341.5.1., "Dense-Graded HMA," will be paid for at the unit price bid for "341M Municipal Dense-Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under Section 341.5.2., "Tack Coat," will be paid for at the unit price bid for "Tack Coat" of the tack coat provided. These prices are full compensation for materials, placement, equipment, labor, tools, and incidentals.

Item 334

Hot-Mix Cold-Laid Asphalt Concrete Pavement



1. DESCRIPTION

Construct a cold-laid pavement layer composed of a compacted mixture of aggregate and asphalt material mixed hot in a mixing plant.

This Item governs mixtures designed for cold placement, defined as placement temperatures below 175°F. If the mixture placement temperature is greater than 175°F, then design, produce, place, and compact the mixture in accordance with the applicable hot-mix asphalt specification.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

- 2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) ([Tex-499-A](#)) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300.

2.1.2. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F , Part I	1.5
Decantation, %, Max	Tex-217-F , Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30 ²
Crushed face count, ³ %, Min	Tex-460-A , Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregates⁴		
Sand equivalent, %, Min	Tex-203-F	45

1. Not used for acceptance purposes. Used by the Engineer as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Only applies to crushed gravel.
4. Aggregates, without mineral filler or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70-100
#200	0-15

2.2. **Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and

- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55-100

- 2.3. **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.
- 2.4. **Binder Material.** Furnish asphalt binder, primer, additives, and water, unless otherwise shown on the plans.
- 2.4.1. **Asphalt Binder.** Provide the asphalt shown on the plans, meeting the requirements of Item 300, "Asphalts, Oils, and Emulsions."
- 2.4.2. **Primer.** Provide an approved asphalt primer consisting of a blend of asphalt cement and hydrocarbon volatiles.
- 2.4.3. **Water.** Provide water that meets the requirements of Item 204, "Sprinkling."
- 2.4.4. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

When lime or liquid antistripping agents is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a performance-graded (PG) binder with a minimum high-temperature grade of PG 58 for tack coat in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. The Department may sample the tack coat to verify specification compliance.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Design, produce, store, transport, place, and compact the specified paving mixture in accordance with the requirements of this Item. Provide the mix design unless otherwise shown on the plans. The Department will perform quality assurance (QA) testing. Provide quality control (QC) testing as needed to meet the requirements of this Item.

- 4.1. **Mixture Design.**
- 4.1.1. **Design Requirements.** Use the typical weight design example given in [Tex-204-F](#), Part I to design a paving mixture that consists of a uniform mixture of aggregate, asphalt material, primer, additives, and water, if allowed, which meets the requirements shown in Tables 4 and 5, unless otherwise shown on the plans.

Ensure that the mixture leaves the plant in a workable condition. Provide materials that remain workable in a stockpile for at least 6 mo.

Submit a new mixture design at any time during the project. The Engineer must approve all mixture designs before the Contractor can begin production.

4.1.2.

Job-Mix Formula Approval. The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF1 is the original laboratory mixture design used to produce the trial batch. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven using [Tex-236-F](#).

Table 4
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0 ¹	–	–	–	–
1-1/2"	98.0–100.0	100.0 ¹	–	–	–
1"	78.0–94.0	98.0–100.0	100.0 ¹	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0 ¹	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0 ¹
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA,² % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA,² % Minimum					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.
2. Voids in mineral aggregates.

Table 5
Laboratory Mixture Design Properties

Property	Test Method	Requirement
Target laboratory-molded density, % ¹	Tex-207-F	92.5 ± 1.5
Hveem stability, Min	Tex-208-F	35
Hydrocarbon-volatile content, %, Max	Tex-213-F	0.6
Moisture content, %, Max ²	Tex-212-F	1.0
Boil test, %, Max ³	Tex-530-C	10

1. Unless otherwise shown on the plans.
2. Unless otherwise approved.
3. Limit may be increased or eliminated when approved.

4.2.

Production Operations. Perform a new trial batch when the plant or plant location is changed. Take corrective action and obtain approval to proceed after any production suspension for noncompliance to the specification.

4.2.1.

Stockpiling of Aggregates. Provide a smooth and well-drained area, cleared of trash, weeds, and grass. Build stockpiles in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. Provide aggregate stockpiles for a minimum of 2 days' production before beginning plant operations. Maintain at least a 2-day aggregate supply through the course of the project unless otherwise directed. Stockpile aggregate for each source and type separately. The Engineer may reject stockpiled materials that come in contact with the earth or other objectionable material.

- 4.2.2. **Storage and Heating of Asphalt Materials.** Provide enough asphalt material storage capacity to meet the requirements of the plant. Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Keep all equipment used in the storage and handling of asphalt material clean at all times and operate the equipment in a manner that will prevent contamination with foreign matter.
- 4.2.3. **Storage of the Asphalt Mixture.** Store the asphalt mixture in a surge-storage system or in a stockpile. Provide a smooth and well-drained area, cleared of trash, weeds, and grass if the asphalt mixture is stored in a stockpile. Build stockpiles in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles.
- 4.2.4. **Mixing and Discharge of Materials.** Produce the mixture at a discharge temperature between 145°F and 275°F, as directed. Do not allow the temperature to vary from the selected temperature by more than 25°F. The Department will not pay for or allow placement of any mixture produced above 300°F.
- 4.2.5. **Moisture Content.** Furnish the mixture at a moisture content of no more than 1% by weight when discharged from the mixer, unless otherwise shown on the plans or approved. Cease operations at moisture contents above 1% until corrective actions reduce moisture content.
- 4.3. **Hauling Operations.** Clean all truck beds before use to ensure mixture is not contaminated. Use a release agent on the Department's MPL to coat truck beds when a release agent is necessary.
- 4.4. **Placement Operations.** Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place mixture on the road below 175°F. Place the mixture to produce a smooth, finished surface with a uniform appearance and texture that meet typical section requirements. Offset longitudinal joints of successive courses of mixture by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Ensure that all finished surfaces will drain properly.
- When desired, dump the asphalt mixture in a windrow and then place in the finishing machine with windrow pickup equipment unless otherwise shown on the plans. Prevent the windrow pickup equipment from contaminating the mixture.
- Defer compaction after placing the paving mixture, as directed, to allow for volatilization. Allow the previous course to dry and cure before placing the next course when placing more than one pavement course. Consider the course cured if the hydrocarbon volatile content of the mixture is 0.4% or less by weight of the mixture when tested according to [Tex-213-F](#) unless otherwise directed.
- Use a motor grader to spread the mixture when shown on the plans or approved. Thoroughly aerate the mixture and spread into place with a power motor grader in a uniform layer. Placement in narrow strips or small irregular areas may require hand spreading.
- 4.4.1. **Weather Conditions.** Place the mixture when the roadway surface temperature is 60°F or higher unless otherwise approved. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable in the opinion of the Engineer unless otherwise shown on the plans.
- 4.4.2. **Tack Coat.** Clean the surface before placing the tack coat. Apply tack coat uniformly at the approved rate unless otherwise directed. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and joints. Prevent splattering of the tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller when directed.
- 4.5. **Compaction.** Furnish the type, size, and number of rollers required for compaction as approved. Furnish at least one medium pneumatic-tire roller (minimum 12-ton weight). Use the control strip method given in

[Tex-207-F](#), Part IV, to establish rolling patterns that achieve maximum compaction. Follow the selected rolling pattern unless changes that affect compaction occur in the mixture or placement conditions. Establish a new rolling pattern when such changes occur. Compact the pavement to the cross-section of the finished paving mixture meeting the requirements of the plans and specifications. Operate vibratory rollers in static mode when not compacting, changing directions, or when the plan depth of the pavement mat is less than 1-1/2 in. unless otherwise directed.

Start by first rolling the joint with the adjacent pavement and then continue by rolling longitudinally at the sides when rolling with 3-wheel tandem or vibratory rollers. Proceed toward the center of the pavement, overlapping on successive trips by at least 1 ft., unless otherwise directed. Make alternate trips of the roller slightly different in length. Begin rolling at the low side on superelevated curves and progress toward the high side unless otherwise directed.

Avoid displacement of the mixture. Correct any displacement that may occur to the satisfaction of the Engineer. Ensure pavement is fully compacted before allowing rollers to stand on the pavement. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed. Keep diesel, gasoline, oil, grease, and other foreign matter off the mixture.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with the rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.6.

Production Testing and Operational Tolerances. The aggregate gradation and the asphalt binder content of the produced mixture must not vary from the JMF by more than the percentage point tolerances shown in Table 6. The gradation of the produced mixture may fall outside the master grading limits for any of the sieve sizes from the 1-1/2 in. through the No. 50 sieve if it is within the JMF tolerances. The aggregate gradation of the No. 200 sieve may not exceed the master gradations shown in Table 4. Any sieve size shown in Table 4 with 100% passing requirements will be allowed a 2% tolerance before the material is considered out of specification.

The Engineer may allow alternate methods for determining the asphalt content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#) does not yield reliable results. Provide evidence to the Engineer that results from [Tex-236-F](#) are not reliable before an alternate method will be allowed. Use the applicable test procedure as directed if an alternate test method is allowed.

Cease production if 3 consecutive tests indicate that the material produced exceeds the tolerances shown in Table 6 for any individual sieve or laboratory-molded density until corrective actions are taken and the results approved. Cease production if 2 consecutive tests indicate that the asphalt binder content tolerances shown in Table 6 are exceeded until corrective actions are taken and the results approved.

Cease production if the Hveem stability shown in Table 5 is not met for 3 consecutive tests until corrective actions are taken and the results approved.

Table 6
Operational Tolerances

Property	Test Method	Operational Tolerance From JMF
Individual % retained for sieve sizes smaller than 1-1/2" and larger than #8	Tex-200-F	±5.0
Individual % retained for sieve sizes smaller than #8		±3.0
Asphalt binder content, %	Tex-236-F	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0

- 4.7. **Irregularities.** Immediately take corrective action if surface irregularities, including segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles are detected. The Engineer may suspend production or placement operations until the problem is corrected.

Remove and replace any mixture that does not bond to the existing pavement or has other surface irregularities identified above at the expense of the Contractor and to the satisfaction of the Engineer.

- 4.8. **Ride Quality.** Use Surface Test Type A to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

This Item will be measured by the ton of composite asphalt concrete mixture of the type used in the completed and accepted work. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

For mixture produced by a weigh-batch plant or a modified weigh-batch plant, measurement will be determined on the batch scales unless surge-storage or stockpiling is used. Keep records of the number of batches, batch design, and the weight of the composite asphalt concrete mixture. The composite asphalt concrete mixture is defined as the asphalt, primer, aggregate, additives, and any residual moisture that is not designated to be deducted. Where surge-storage or stockpiling is used, measurement of the material taken from the surge-storage bin or stockpile will be made on truck scales or suspended hopper scales.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Article 334.5, "Measurement," will be paid for at the unit bid price for "Hot-Mix Cold-Laid Asphalt Concrete Pavement" of the mixture type, SAC, and asphalt binder specified.

This price is full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Payment adjustment for ride quality, when required, will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

Item 302

Aggregates for Surface Treatments



1. DESCRIPTION

Furnish aggregate for surface treatments in conformance to the type, grade, and Surface Aggregate Classification (SAC) shown on the plans.

2. MATERIALS

Furnish uncontaminated materials of uniform quality throughout that meet the requirements of the plans and specifications. Notify the Engineer of all proposed material sources and of changes to material sources. The Engineer will designate the sampling location.

- 2.1. **Aggregate.** Stockpile aggregates for each source and type separately. Do not add materials to approved stockpiles without the approval of the Engineer.

Furnish aggregate of the type shown on the plans and listed in Table 1. Use [Tex-100-E](#) material definitions.

Table 1
Aggregate Types

Type	Material
A	Gravel, crushed slag, crushed stone, or limestone rock asphalt (LRA)
B	Crushed gravel, crushed slag, crushed stone, or LRA
C	Gravel, crushed slag, or crushed stone
D	Crushed gravel, crushed slag, or crushed stone
E	Aggregate as shown on the plans
L	Lightweight Aggregate
PA	Precoated gravel, crushed slag, crushed stone, or LRA
PB	Precoated crushed gravel, crushed slag, crushed stone, or LRA
PC	Precoated gravel, crushed slag, or crushed stone
PD	Precoated crushed gravel, crushed slag, crushed stone
PE	Precoated aggregate as shown on the plans
PL	Precoated lightweight aggregate

Ensure the aggregate gradation meets the requirements in Table 2 for the specified grade, unless otherwise approved.

Furnish aggregate that meets the requirements shown in Table 3, unless otherwise shown on the plans. Furnish LRA in accordance with [DMS-9210](#), "Limestone Rock Asphalt (LRA)," when used. Provide aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC). Use material not listed or not meeting the requirements of the BRSQC only when tested by the Engineer and approved before use. Allow 30 calendar days for testing of material from such sources.

Provide aggregates for final surfaces that meet the SAC shown on the plans. Do not blend to meet the SAC. The SAC requirement will apply only to the aggregate used on the travel lanes unless otherwise shown on the plans. The BRSQC lists the SAC for sources on the *Aggregate Quality Monitoring Program* (AQMP).

Table 2
Aggregate Gradation Requirements (Cumulative % Retained¹)

Sieve	Grade								
	1	2	3S ²	3		4S ²	4	5S ²	5
				Non-Lightweight	Lightweight				
1"	-	-	-	-	-	-	-	-	-
7/8"	0-2	0	-	-	-	-	-	-	-
3/4"	20-35	0-2	0	0	0	-	-	-	-
5/8"	85-100	20-40	0-5	0-5	0-2	0	0	-	-
1/2"	-	80-100	55-85	20-40	10-25	0-5	0-5	0	0
3/8"	95-100	95-100	95-100	80-100	60-80	60-85	20-40	0-5	0-5
1/4"	-	-	-	95-100	95-100	-	-	65-85	-
#4	-	-	-	-	-	95-100	95-100	95-100	50-80
#8	99-100	99-100	99-100	99-100	98-100	98-100	98-100	98-100	98-100

1. Round test results to the nearest whole number.
2. Single-size gradation.

Table 3
Aggregate Requirements

Property	Test Method	Requirement	Remarks
Sampling	Tex-221-F	-	
SAC	AQMP	As shown on the plans	
Deleterious Material, %, Max	Tex-217-E , Part I	2.0	Not required for lightweight aggregate.
Decantation, %, Max	Tex-406-A	1.5	
Flakiness Index, Max	Tex-224-F	17	Unless otherwise shown on the plans.
Gradation	Tex-200-F , Part I	See Table 2	
Los Angeles Abrasion, %, Max	Tex-410-A	35	
Magnesium Sulfate Soundness, 5 Cycle, %, Max	Tex-411-A	25	
Micro-Deval Abrasion, %, Max	Tex-461-A	-	Not used for acceptance purposes. Used by the Engineer as an indicator for further investigation.
Coarse Aggregate Angularity, 2 Crushed Faces, %, Min	Tex-460-A , Part I	85	Unless otherwise shown on the plans. Only required for crushed gravel
Additional Requirements for Lightweight Aggregate			
Dry Loose Unit Wt., lb./cu. ft.	Tex-404-A	35-60	
Pressure Slaking, %, Max	Tex-431-A	6.0	
Freeze-Thaw Loss, %, Max	Tex-432-A	10.0	
Water Absorption, 24 hr., %, Max	Tex-433-A	12.0	Unless otherwise shown on the plans.

- 2.2. **Precoating.** Precoat aggregate uniformly and adequately with asphalt material to the satisfaction of the Engineer when shown on the plans. Specific aggregates may be prohibited from being precoated when shown on the plans. Meet Table 2 and Table 3 requirements before precoating. Furnish precoated aggregate that spreads uniformly using approved mechanical spreading equipment.

The Engineer retains the right to select a target value for the desired percent by weight of residual bitumen coating on the aggregate. Furnish precoated aggregate that is within $\pm 0.3\%$ of the target value when tested in accordance with [Tex-236-F](#). The Engineer may require trial batches to assist in selecting the target value.

The Engineer retains the right to remove precoat material from aggregate samples in accordance with [Tex-236-F](#) and test the aggregate to verify compliance with Table 2 and Table 3 requirements. Gradation testing may be performed with precoat intact.

- 2.2.1. **Asphalt Material.** Precoat the aggregates with asphalt material that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions." Use any asphalt material that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions," unless a specific precoat material is specified on the plans.
- 2.2.2. **Additives.** Use the type and rate of additive specified when shown on the plans. Add in accordance with Item 301, "Asphalt Antistripping Agents." Use [Tex-530-C](#) for verification during production testing unless otherwise directed.

3. EQUIPMENT

Manufacture precoated aggregate in a mixing plant that produces uniformly coated aggregate.

4. CONSTRUCTION

Deliver aggregate to the locations shown on the plans. Prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials when aggregates are stockpiled. The Engineer will reject contaminated stockpiles.

Provide adequate initial cooling of precoated aggregate to prevent asphalt or aggregate damage due to excessive heat buildup in stockpiles. Limit stockpile height to 3 ft. immediately after production when asphalt cement is the precoating material. Consolidate stockpiles after adequate cooling, as approved. The Engineer will reject stockpiles showing evidence of damage due to excessive heat buildup.

5. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, tools, and incidentals will not be measured or paid for directly but is subsidiary to or included under "Payment" in other pertinent Items.

Item 247

Flexible Base



1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use [Tex-100-E](#) material definitions.

- 2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 ²	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40		65-90	50-85		70-90
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max ¹	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min ¹		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Tex-116-E	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with [Tex-107-E](#) (linear shrinkage) when liquid limit is unattainable as defined in [Tex-104-E](#).
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

- 2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by [Tex-460-A](#), Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- 2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**
- 2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with [Tex-145-E](#). When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with [Tex-413-A](#). For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with [Tex-406-A](#). Test RAP without removing the asphalt.
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- Department-required recycled material will not be subject to the requirements in Table 1,
 - Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
 - the final product, blended, will be subject to the requirements in Table 1, and
 - for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

- 2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.
- 2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.
- The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.
- 2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.
- 2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. **EQUIPMENT**

- Provide machinery, tools, and equipment necessary for proper execution of the work.
- 3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.
- 3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

4. **CONSTRUCTION**

- Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.
- Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.
- Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.
- Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.
- 4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with [Tex-140-E](#). Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by [Tex-113-E](#), unless otherwise shown on the plans. Maintain moisture during compaction within ± 2 percentage points of the optimum moisture content as determined by [Tex-113-E](#). Measure the moisture content of the material in accordance with [Tex-115-E](#) or [Tex-103-E](#) during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with [Tex-115-E](#). The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in [Tex-1001-S](#). The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- 5.1. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- 5.2. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- 5.3. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- 5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

- 5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with [Tex-103-E](#) from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Special Specification 8029

Concrete Sand (Materials Only)



1. DESCRIPTION

Furnish Concrete Sand that meets the requirements of the specification.

2. MATERIALS

Fine Aggregate. Provide fine aggregate intended for spill cleanups consisting of clean, hard, durable particles of natural, manufactured sand, recycled crushed hydraulic cement concrete, slag, lightweight aggregate, or a combination thereof. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide fine aggregate or combinations of aggregates conforming to the gradation requirements shown in Table 1 when tested in accordance with [Tex-401-A](#) unless otherwise specified.

Table 1
Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8"	100
#4	95-100
#8	80-100
#16	50-85
#30	25-65
#50	10-35 ¹
#100	0-10
#200	0-3 ²

1. 6-35 when sand equivalent value is greater than 85.
2. 0-6 for manufactured sand.

3. MEASUREMENT AND PAYMENT

3.1. Measurement.

This Item will be measured by the ton or cubic yard as defined in the plans and specifications.

3.2. Payment.

Material (Pick up). Payment will be made at the unit prices bid for "Concrete Sand." This price is full compensation for furnishing materials, assistance provided in sampling, loading provided vehicles, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Material (Delivery). Payment will be made at the unit prices bid for "Concrete Sand." This price is full compensation for furnishing materials, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals. Delivery locations will be as shown on the plans.



City Council Regular Meeting Staff Report

E. Discussion/Action to allow the City Manager to execute a contract with Presidio Contracting, LLC for the construction of the Trailhead Parking Lot for the Pond at HEB. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12E.
From	
Julio Gomez, CIP Manager	
Staff Contact(s)	
Julio Gomez,	

PRIOR CITY COUNCIL ACTION:

None

BACKGROUND:

On August 28, 2024 the City of Cibolo re-advertised an ITB for the Trailhead Parking Lot located at the Pond at HEB. This scope was revised due to original project scope with geopave came in over the project budget. Public Works and the project consultant revised the scope to a full concrete parking lot. On September 26, 2024 the city held a bid opening with Presidio Contracting, LLC being the lowest responsible bidder and within the budget allocated for this work.

STAFF RECOMMENDATION:

Our recommendation is to allow the City Manager to approve the contract with Presidio Contracting, LLC to complete the Trailhead Parking Lot.

FINANCIAL IMPACT:

This project will be funded by Park Land Fees.

MOTION(S):

I authorize the City Manager to approve a contract with Presidio Contracting, LLC for the construction of the Trailhead Parking Lot in the amount of TWO HUNDRED THIRTY NINE THOUSAND, SEVENTY SEVEN DOLLARS AND FORTY FIVE CENTS (\$239,077.45).

Attachments

[241004 - Letter of Recommendation.pdf](#)

[Trailhead Parking Area Bid Table.pdf](#)

[Trailhead Parking Area Contract.pdf](#)

October 4, 2024

City of Cibolo
Attn: Julio Gomez, MBA
CIP Manager
200 S. Main Street
Cibolo, Texas 78108

Re: Cibolo Town Creek Walking Trails – Trail Head at HEB Fishing Pond
Contract Award Recommendation – Presidio Contracting, LLC

Mr. Gomez,

On September 12th, 2024, at 2:00 PM, bids were received and opened at City Hall for Cibolo Town Creek Walking Trails – Trail Head at HEB Fishing Pond. There was a total of five bids received with bid amounts ranging from \$239,077.45 to \$379,822.00 for the Base Bid. Presidio Contracting, LLC. was the low bidder.

The estimated budget for the Base Bid was \$248,082.81. Presidio Contracting, LLC's bid was for \$239,007.45 for the Base Bid, which resulted in a difference of \$9,075.36 (3.66% below the estimated budget).

CED has reviewed the lowest bid for the above referenced project. CED believes the low bidder meets the requirements stated in the contract documents and unit prices appear to be balanced and in-line with expectations. The contractor provided their schedule which indicates they will complete the project within 160 days. Based on the schedule provided by all contractors we believe this to be a reasonable schedule. Based on this information, CED Engineers recommends awarding the Base Bid for the Cibolo Town Creek Walking Trails – Trail Head at HEB Fishing Pond to Presidio Contracting, LLC. in the amount of \$239,077.45.

If you have questions or require additional information, please contact our office.

Sincerely,
Colliers Engineering and Design



Jose H. Carmona, Jr., P.E.
Department Manager

				All Pro Paving LLC		ACE CO		D&D Contractors, Inc.		Myers Concrete Construction		Presidio Contracting, LLC		Rucoba & Maya Construction	
				\$273,834.46		\$264,315.11		\$356,673.05		\$379,822.00		\$239,077.45		\$301,307.00	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
CoSA 100.1	Mobilization	LS	1	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00	\$35,954.38	\$35,954.38	\$31,776.00	\$31,776.00	\$23,330.00	\$23,330.00	\$11,500.00	\$11,500.00
CoSA 100.2	Insurance & Bond	LS	1	\$13,044.82	\$13,044.82	\$8,000.00	\$8,000.00	\$7,519.82	\$7,519.82	\$14,080.00	\$14,080.00	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00
CoSA 103.3	Demolish and remove existing sidewalk	SF	1002	\$1.12	\$1,122.24	\$4	\$4,008.00	\$1.95	\$1,953.90	\$4	\$4,008.00	\$5.10	\$5,110.20	\$10	\$10,020.00
CoSA 103.1	Demolish and remove existing curb	LF	44	\$11.36	\$499.84	\$10	\$440	\$10.03	\$441.32	\$73	\$3,212.00	\$23.95	\$1,053.80	\$35	\$1,540.00
CoSA 500.1	6" Curb	LF	406	\$24.09	\$9,780.54	\$33	\$13,398.00	\$20.95	\$8,505.70	\$46	\$18,676.00	\$16.45	\$6,678.70	\$34	\$13,804.00
CoSA 500.1	Ribbon Curb	LF	265	\$21.60	\$5,724.00	\$33	\$8,745.00	\$22.15	\$5,869.75	\$40	\$10,600.00	\$7.20	\$1,908.00	\$34	\$9,010.00
CoSA 502.1	10' Sidewalk	SY	86	\$64.80	\$5,572.80	\$72	\$6,192.00	\$83.92	\$7,217.12	\$84	\$7,224.00	\$56.50	\$4,859.00	\$81	\$6,966.00
CoSA 502.1	Sidewalk Ramps	EA	2	\$1,400.00	\$2,800.00	\$2,500.00	\$5,000.00	\$2,421.57	\$4,843.14	\$2,017.00	\$4,034.00	\$2,275.00	\$4,550.00	\$2,500.00	\$5,000.00
CoSA 209.1	Concrete Paving	SY	1357	\$109.43	\$148,496.51	\$72	\$97,704.00	\$134.53	\$182,557.21	\$83	\$112,631.00	\$78.90	\$107,067.30	\$105	\$142,485.00
CoSA 108.1	6" Lime Stabilized Subgrade	SY	1357	\$5.31	\$7,205.67	\$6.15	\$8,345.55	\$20.95	\$28,429.15	\$28	\$37,996.00	\$13.25	\$17,980.25	\$6	\$8,142.00
CoSA 108.2	Lime Treatment @ 6%	TON	25	\$385	\$9,625.00	\$340	\$8,500.00	\$348.75	\$8,718.75	\$528	\$13,200.00	\$400	\$10,000.00	\$330	\$8,250.00
SAWS 804	Excavation	CY	2200	\$18.59	\$40,898.00	\$33	\$72,600.00	\$18.79	\$41,338.00	\$41	\$90,200.00	\$5.40	\$11,880.00	\$17	\$37,400.00
CoSA 307	Concrete Wheel stop	EA	26	\$180	\$4,680.00	\$50	\$1,300.00	\$77.90	\$2,025.40	\$125	\$3,250.00	\$70.20	\$1,825.20	\$275	\$7,150.00
SAWS 869	Handicap Parking Sign	EA	4	\$150	\$600	\$250	\$1,000.00	\$74.06	\$296.24	\$1,144.00	\$4,576.00	\$425	\$1,700.00	\$480	\$1,920.00
CoSA 535.2	Parking Stripe	LF	396	\$1.19	\$471.24	\$0.36	\$142.56	\$0.75	\$297.00	\$4	\$1,584.00	\$5.75	\$2,277.00	\$5	\$1,980.00
CoSA 535	Handicap Parking Symbol	EA	4	\$50	\$200	\$15	\$60	\$74.06	\$296.24	\$132	\$528	\$430	\$1,720.00	\$550	\$2,200.00
CoSA 535	Traffic Flow Arrows	EA	4	\$50	\$200	\$25	\$100	\$74.06	\$296.24	\$132	\$528	\$260	\$1,040.00	\$1,350.00	\$5,400.00
CoSA 535	Cross Walk Striping	LF	80	\$1.06	\$84.80	\$1.50	\$120.00	\$3.70	\$296.00	\$18	\$1,440.00	\$5.50	\$440.00	\$20	\$1,600.00
CoSA 535	Crosshatch Striping	EA	2	\$100	\$200	\$25	\$50	\$148.12	\$296.24	\$352	\$704	\$1,500.00	\$3,000.00	\$900	\$1,800.00
CoSA 540.6.9	Erosion Control	LS	1	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$3,766.68	\$3,766.68	\$3,717.00	\$3,717.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00
CoSA 502.1	5' Sidewalk	SY	174	\$58.50	\$10,179.00	\$65	\$11,310.00	\$84.69	\$14,736.06	\$79	\$13,746.00	\$67	\$11,658.00	\$85	\$14,790.00
SAWS 869	Project Sign	LS	1	\$750	\$750	\$300	\$300	\$1,018.71	\$1,018.71	\$2,112.00	\$2,112.00	\$1,000.00	\$1,000.00	\$450	\$450



City of Cibolo
200 South Main Street
Cibolo, Texas 78108

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
CONSTRUCTION SERVICES**

**CIBOLO TOWN CREEK WALKING TRAILS
– TRAIL
HEAD AT HEB FISHING POND
CONTRACT # 24-160-33**

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of October 15, 2024 by and between **the City of Cibolo** (hereinafter called "OWNER") and **Presidio Contracting, LLC.** (hereinafter called "CONTRACTOR").

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of Cibolo Town Creek Walking Trails – Trail Head at HEB Fishing Pond

Article 2. PRINCIPAL ARCHITECT/ENGINEER AND OWNER'S REPRESENTATIVE.

The Project has been designed by Colliers Engineering & Design., who is hereinafter called "PRINCIPAL ARCHITECT/ENGINEER" and who assumes all duties and responsibilities and has the rights and authority assigned to PRINCIPAL ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER'S Representative shall be **Presidio Contracting, LLC.**

Article 3. CONTRACT TIMES.

The Work will be Substantially Completed within [180] **calendar days** after the date when the Contract Time Requirements commence to run as provided in Article 8 of the General Conditions, and CONTRACTOR shall achieve Final Completion within [30] **calendar days** of the date required for Substantial Completion.

OWNER and CONTRACTOR 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 the above paragraph, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving 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) and, as a reasonable estimate of such damages, CONTRACTOR shall pay OWNER [Two Hundred] Dollars (\$200.00) for each and every day of delay in CONTRACTOR achieving Substantial Completion of the Work and readiness for final payment beyond the times specified in the above paragraph. OWNER shall have the option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from the CONTRACTOR or its sureties, at CONTRACTOR'S expense.

Article 4. CONTRACT AMOUNT.

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 to be due and owing pursuant to the Proposal and any subsequent Change Orders and Change Directives thereto.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the General Conditions. Applications for Payment will be processed by OWNER'S Representative or PRINCIPAL ARCHITECT/ENGINEER as determined by the OWNER and as provided in the General Conditions and Supplemental Conditions, if any.

OWNER shall make progress payments on account of the Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER'S Representative or PRINCIPAL ARCHITECT/ENGINEER and in conformance with the procedures described in the General Conditions. All such payments will be measured by the schedule of values established in Article 9 of the General Conditions (and on the number of units of each Unit Price item completed, if unit price contract). Upon final completion and acceptance of the Work in accordance with Article 9 of the General Conditions, OWNER shall pay the remainder of the Contract Amount as recommended by OWNER'S Representative as provided in said Article 9.

The OWNER shall not be obligated to pay any interest on the retainage withheld pursuant to Article 9 of the General Conditions.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Proposal Documents.

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, performance, or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of the Work including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas including all access requirements, hoisting requirements and conditions, and site logistics; (2) generally prevailing climatic conditions; (3) anticipated labor supply and costs; (4) availability, logistics, and cost of materials, tools and equipment; (5) any applicable policies, procedures, rules and restrictions of Owner relating to construction on the real property; (6) Applicable Laws; (7) executive orders by local, State of Texas, or federal government authorities relating to COVID-19; and (8) other similar issues.

CONTRACTOR 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. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at the Site, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and PRINCIPAL ARCHITECT/ENGINEER do not assume and expressly disclaim any responsibility for the accuracy or completeness of the information and data shown or indicated in the Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to the Site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR

has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Amount, within the Contract Time Requirements and in accordance with the other terms and conditions of the Contract Documents.

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.

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

CONTRACTOR has given PRINCIPAL ARCHITECT/ENGINEER through the OWNER or OWNER'S Representative written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PRINCIPAL ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

1. With respect to providing Services hereunder, CONTRACTOR shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
2. Pursuant to Texas Local Government Code Chapter 176, CONTRACTOR shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to CITY OF CIBOLO. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONTRACTOR certifies that there are no Conflicts of Interest, CONTRACTOR shall indicate so by writing name of CONTRACTOR'S firm and "No Conflicts" on the TEC Form CIQ.
3. If CONTRACTOR is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONTRACTOR shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to CITY at the time CONTRACTOR submits this signed Agreement to CITY. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONTRACTOR agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONTRACTOR has submitted said form to CITY, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

4. As required by Chapter 2271, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
5. Pursuant to Chapter 2252, Texas Government Code, CONTRACTOR represents and certifies that, at the time of execution of this Agreement, neither CONTRACTOR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
6. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.
7. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.
8. Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, CONTRACTOR represents and certifies that CONTRACTOR, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of CONTRACTOR is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code ("Designated Country"), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term "critical infrastructure" in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
 - Exhibit A: General and Supplementary Conditions of the Contract

- Exhibit B: Contractor's Bid Proposal
Exhibit C: Davis Bacon Wage Rates
Exhibit D: Contractor's Certificate of Insurance
Exhibit E: Forms
- Payment Bond
 - Performance Bond
 - One Year Maintenance Bond
 - Conditional Waiver and Release Upon Progress Payment
 - Monthly Subcontractor Payment Reporting Form
 - Conditional Waiver and Release Upon Final Payment
 - Affidavit of Bills Paid
 - Contractor's Certification of Final Completion
 - Non-Use of Asbestos and Lead Base Paints Affidavit
- Exhibit F: Technical Specifications and Drawings (as issued for Proposal)
(these may be provided in separate attachments)

3. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All written Change Orders or Field Work Directives pursuant to Article 7 of the General Conditions.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in Article 7 of the General Conditions.

Article 8. INDEMNITY PROVISIONS.

THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, INCORPORATED INTO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND THE CONTRACT DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

Article 9. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 9:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process or the execution of the Contract to the detriment of OWNER, (b) to establish Proposal or Contract prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of OWNER, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

No assignment by a party hereto of any rights 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.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part thereof of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof 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 or part thereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, OWNER and CONTRACTOR agree that this Agreement may be executed using electronic signatures at the option and in the discretion of OWNER, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas

Business and Commerce Code, as amended, and any applicable policies and procedures of OWNER regarding electronic signatures shall apply.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____, (which is the effective date of the Agreement).

OWNER: City of Cibolo

By: _____

Attest: _____

Address for giving notices:

CONTRACTOR:

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

END OF SECTION

EXHIBIT A
GENERAL CONDITIONS
&
SUPPLEMENTARY CONDITIONS

**GENERAL CONDITIONS FOR
CITY OF CIBOLO BUILDING CONSTRUCTION CONTRACTS**

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**GENERAL CONDITIONS FOR
CITY OF CIBOLO BUILDING CONSTRUCTION CONTRACTS**

ARTICLE I. GENERAL PROVISIONS

1.1 CONTRACT DEFINITIONS. Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1 The Contract Documents.

1.1.1.1 The integrated contract documents that make up the formal Building Construction Services Agreement between the Owner and the Contractor consist of the enabling City of Cibolo Ordinance, the solicitation documents, which include these General Conditions and other supplementary conditions included by special provisions or addenda, Drawings, Specifications, addenda issued prior to the close of the solicitation period, other documents listed in the Contract and Modifications or Amendments issued after execution of an Integration Agreement or formal Agreement (if such is deemed to be necessary by the City). An Amendment/Modification is a written supplemental agreement to the Contract signed by authorized representatives of both parties; a Change Order, including Change Orders signed only by the Owner as described in Section 7.1; or a written order for a minor change in the Work issued by the Design Consultant as described in Section 7.3.

1.1.1.2 The Contract Documents also include solicitation documents such as the Owner's Instructions to Bidders, sample forms, the Contractor's Bid Proposal and portions of addenda relating to any of these documents, and any other documents, exhibits or attachments specifically enumerated in the Contract Documents, but specifically exclude geotechnical and subsurface reports that the Owner may have provided to the Contractor.

1.1.2 The Contract. The Contract Documents, as defined in Section 1.1, are expressly incorporated into and made a part of the formal Building Construction Services Agreement between the Owner and the Contractor by reference in this Section and Section 1.1 (which documents are sometimes also referred to collectively in these General Conditions as the "Contract"). The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, either written or oral. The terms and conditions of the Contract Documents may be changed only by a Modification or an Amendment. The Contract Documents shall not be construed to create a contractual relationship of any kind:

1.1.2.1 between the Design Consultant and Contractor;

1.1.2.2 between the Owner and a Subcontractor or Sub-subcontractor; or

1.1.2.3 between any persons or entities other than the Owner and Contractor.

The Design Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Design Consultant's duties.

1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by the Contractor, or any Subcontractors, Sub-subcontractors, material suppliers, or any other entity for whom the Contractor is responsible, to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 The Project. The Project is the total construction more particularly described in the Building Construction Services Agreement, of which the Work performed under the Contract Documents may be the whole or a part of the Project and which may include construction by the Owner or by separate contractors. All references in these General Conditions to or concerning the Work or the site of the Work will use the term "Project," notwithstanding that the Work may only be a part of the Project.

1.1.5 The Drawings. The Drawings (also known as the "Plans") are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.6 The REVIT Model (if any). The REVIT Model is the Building Information Model prepared by the design consultant with data bases of materials, products and systems that can be used by the contractor to prepare schedules for cost estimating, product and materials placement schedules and evaluations of crash incidences. The REVIT Model is available to be used as a tool, however all information taken from the model is the responsibility of the contractor and not the owner or the design consultant.

1.1.7 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, performance of related services, and other technical requirements.

1.1.8 The Project Manual. The Project Manual is the volume or volumes which contain the bidding requirements, sample forms, General Conditions for Building Construction, special provisions, and Specifications. The Project Manual may be modified by written addendums issued by the Owner during bidding, in which case the written addendums become a part of the Project Manual upon their issuance, unless otherwise indicated by the Owner in writing.

1.1.9 Alternate. An Alternate is a variation in the Work on which the Owner requires a price separate from the Base Bid. If an Alternate is accepted by the Owner, the variation will become a part of the Contract through award of the Contract and the Base Bid will be adjusted to include the amount quoted. If an Alternate is accepted by the Owner, and later deleted, the Owner will

be entitled to a credit in the full value of the Alternate as priced in the Contractor's Bid Proposal.

1.1.10 Base Bid. The Base Bid is the price quoted for the Work before Alternates are considered.

1.1.11 Hazardous Substance. The term Hazardous Substance is defined to include the following:

1.1.11.1 any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite or actinolite, whether friable or non-friable;

1.1.11.2 any polychlorinated biphenyls ("PCBs"), or PCB-containing materials, or fluids;

1.1.11.3 radon;

1.1.11.4 any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste;

1.1.11.5 any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;

1.1.11.6 any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;

1.1.11.7 any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and

1.1.11.8 any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

1.1.12 City Council. The duly elected members of the City Council of the City of Cibolo, Texas.

1.1.13 Construction Observer/Inspector. ("COI") The authorized representative of the Director of Public Works and Capital Projects, or its designee department, assigned by the Owner to observe and inspect any or all parts of the Project and the materials to be used therein. Also referred to as Resident Inspector.

1.1.14 Department. The Department of Public Works and Capital Projects, City of Cibolo, Texas or

other department designee of the Department of Public Works and Capital Projects.

1.1.15 Federally Assisted Contract. Any contract financed in whole or in part with federal funds.

1.1.16 Field Work Directives. A written order issued by the Design Consultant or the Owner Designated Representative (ODR) which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.

1.1.17 Major Bid Item. Any individual bid item submitted by Contractor that constitutes, at a minimum, five percent (5%) of the total Contract Sum proposed by the Contractor or, the dollar amount defined in the Special Conditions as constituting a "Major Bid Item", whichever is less; or in some instances specific bid Items which are identified and defined in other sections of the Contract Documents as constituting "Major Bid Items"

1.1.18 Notice to Proceed. (or "Work Project Authorization") A written notice given by Owner to Contractor establishing the date on which the Contract Time will commence to run, and on which Contractor may begin performance of its contractual obligations.

1.1.19 Site. Lands or areas (as indicated in the Contract Documents) furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

1.1.20 Other Definitions. As used in the Contract Documents, the following additional terms have the following meanings:

1.1.20.1 "provide" means to furnish, install, fabricate, deliver and erect, including all services, materials, appurtenances and other expenses to complete in place, ready for operation or use;

1.1.20.2 "shall" means the action of the party to which reference is being made is mandatory;

1.1.20.3 "as required" means as prescribed in the Contract Documents; and

1.1.20.4 "as necessary" means all action essential or needed to complete the work in accordance with the Contract Documents and applicable laws, ordinances, construction codes, and regulations.

1.1.20.5 "Design Consultant" means the architect or engineer retained by the City as more specifically defined in Sections 4.1.1 through 4.1.3 hereof.

1.1.20.6 "Program Management Team" is comprised of the Owner, its representatives, the Design Consultant and the Program Manager (if any) for this Work.

1.2 PRELIMINARY MATTERS.

1.2.1 Delivery of Bonds. When Contractor delivers the executed Contracts to City, Contractor

shall also deliver to City such bonds as Contractor may be required to furnish, including but not limited to a payment bond in the form and amount specified in the Contract Documents and a performance bond in the form amount specified in the Contract Documents.

1.2.2 Delivery of Evidence of Insurance. Prior to the commencement of any Work under this Contract, Contractor shall furnish an original completed Certificate of Insurance and a copy of all insurance policies, together with all required endorsements thereto, required by the Contract Documents to the Department, or its delegate department, clearly labeled with the name of the Project, which shall furnish and contain all information required by Contract Documents. The Contractor shall be prohibited from commencing the Work and the City shall have no duty to pay or perform under this Contract until such evidence of insurance shall have been delivered to the City. No officer or employee, other than the City's Attorney, shall have authority to waive this requirement.

1.2.3 Notice to Proceed and Commencement of Contract Times. Unless otherwise stated in the Notice to Proceed, the Contract Times will commence to run on the earlier of the date work actually commenced, or seven calendar days after issuance of City's Notice to Proceed. No Work shall be done at the Site prior to issuance of the Notice to Proceed.

1.2.4 Submission of Preliminary Schedules. Contractor shall provide schedules in accordance with the Contract Documents. Within ten (10) calendar days after receipt of City's Notice to Proceed (unless otherwise specified elsewhere in the Contract Documents) Contractor shall submit to the Director of Public Works and Capital Projects or his or her designee the following:

1.2.4.1 A Preliminary Work Progress Schedule, which shall show the order in which the Contractor proposes to carry out the Work in accordance with the final approved phasing plan, if any, and the anticipated start and completion dates of each phase of the Work. The schedule shall be in the form of a time scaled work progress chart, to indicate the percentage of Work scheduled for completion at various critical milestones;

1.2.4.2 A Preliminary Schedule of Shop Drawing and Sample Submittals, which shall list each required submittal and the times for submitting, reviewing and processing such submittal; and

1.2.4.3 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. Overhead and Profit shall be included as a separate line item.

1.2.5 Preconstruction Conference. Within seven (7) days of issuance of the Notice to Proceed, but before any Work at the Site is started, a conference attended by Contractor, Design Consultant, the Owner's Designated Representative and others as appropriate will be held to establish a working understanding among the parties as to the Work and discuss the Preliminary Work Progress Schedule referenced in this Article, procedures for handling Shop Drawings and other submittal, processing Applications for Payment and maintaining required records.

1.3 CONTRACT DOCUMENTS.

1.3.1 Execution of Contract Documents. The Contract Documents shall be signed by Owner and Contractor. If either the Owner or Contractor or both do not sign all of the Contract Documents, the Design Consultant shall identify such unsigned documents to both the Owner and the Contractor upon request. Execution of the Contract by the Contractor is a representation that the Contractor has been provided unrestricted access to the existing improvements and conditions on the Project Site, that it has thoroughly investigated the visible conditions at the Site and the general local conditions affecting the Work, and that Contractor's investigation was instrumental in preparing its bid or proposal for the Work. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum arising from conditions that Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

1.3.2 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

1.3.2.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Design Consultant, its consultants, or other consultants retained by the City for the Project that describe the Work to be executed by the Contractor (the "Construction Documents") are Instruments Of Service and shall become the property of the City whether the Project(s) for which they are made is executed or not. The Contractor shall be permitted to retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Design Consultant or the Design Consultant's consultants, and unless otherwise indicated the Design Consultant and the Design Consultant's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the Design Consultant, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Design Consultant and the Design Consultant's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Design Consultant and the Design Consultant's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Consultant and the Design Consultant's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Design Consultant and the Design Consultant's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design Consultant's or Design Consultant's

consultants' copyrights or other reserved rights.

1.3.2.2 All of the Contractor's non-proprietary, documentary Work product, including reports and correspondence to City prepared pursuant to this Contract, shall be the property of the City and, upon completion of this Contract, such documentary Work product shall, upon written request by the City, be promptly delivered to City in a reasonably organized form, without restriction on its future use by City on any additional Work associated with the any of the Projects. For the avoidance of doubt, documentary Work product does not include privileged communications, proprietary information and documents used to prepare Contractor's Bid Proposal.

1.3.2.3 The Contractor may retain for its files any copies of documents it chooses to retain and may use its Work product as it deems fit. Any materially significant Work product lost or destroyed by the Contractor shall be replaced or reproduced at the Contractor's non-reimbursable, sole cost. In addition, City shall have access during normal business hours and following reasonable notice during the time this Contract is in effect, and for four (4) years after the final completion of the Work, to all of Contractor's records and documents covering reimbursable expenses, actual base hourly rates, time cards, annual salary escalation records maintained in connection with this Contract, for purposes of auditing same at the sole cost of the City. The purpose of any such audit shall be for the verification of such costs. The Contractor shall not be required to keep records of, or provide access to the makeup of any negotiated and agreed-to lump sums, unit prices or fixed overhead and profit multipliers. At the conclusion of any City audit, Contractor will be afforded an audit exit conference to review the results of City's audit. Nothing herein shall deny the Contractor the right to retain duplicates. Refusal by the Contractor to comply with the provisions hereof shall entitle City to withhold further payments to Contractor until compliance is obtained.

1.3.2.4 All of the Contractor's documentary Work product shall be maintained within the Contractor's local to Cibolo offices, unless otherwise authorized by the City. After expiration of this Contract, the Contractor's documents may be archived in the Contractor's central record storage facility.

1.3.3 Correlation and Intent.

1.3.3.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In cases of discrepancy between any drawing and the dimension figures written thereon, the dimension figures shall govern over scaled dimensions; Detailed Drawings and accompanying notations shall govern over general Drawings; Specifications shall govern over Drawings, subject to Section 1.3.3.6; and Special Conditions shall govern over Specifications, Drawings and these General Conditions. The most recent revision of Plans shall control over older revisions.

1.3.3.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3.3.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Where the phrases "directed by", "ordered by" or "to the satisfaction of" the Design Consultant or the City's Resident Inspector occur, it is to be understood that the directions, orders, or instructions to which they relate are those within the scope of, and authorized by the Contract Documents.

1.3.3.4 Reference to manufacturer's instructions, standard specifications, manuals or codes of any technical society, organization or association, Laws or Regulations of any governmental authority, or to any other documents, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Contractor's Bid Proposal except as may be otherwise specifically stated or where a particular issue is indicated. Municipal and utility standards shall govern except in case of conflict with the Specifications. In case of a conflict between the Specifications and the referenced standard, the more stringent shall govern.

1.3.3.5 The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

1. Contract Modifications signed by Contractor, Design Consultant and Owner.
2. Addenda, with those of later date having precedence over those of earlier date.
3. Special Conditions
4. Supplementary Conditions.
5. Building Construction Services Agreement.
6. General Conditions
7. Specifications
8. Drawings.

1.3.3.6 Relation of Specifications and Drawings.

1.3.3.6.1 Drawings and Specifications are intended to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of work indicated. In the event of the above-mentioned disagreements, the Design Consultant shall determine the resolution.

1.3.3.6.2 Where in the Drawings and Specifications, certain products,

manufacturer's trade names, or catalog numbers are given, that is done for the sole and express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Design Consultant.

1.3.3.6.3 If the Contractor determines that (i) sufficient detailed information is lacking or (ii) discrepancies exist in the Contract Documents, then Contractor shall request clarification or interpretation before proceeding with such Requests for information (RFI) submitted by the Contract to the Owner also shall require an affirmative timely response from the Owner so as not to delay performance and prior to Contractor's performance of any portion of the Work subject to the RFI. Copies of RFIs shall be delivered to the Owner simultaneously with delivery of such RFIs to Design Consultant.

1.3.3.7 When the work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the date of the submission of the bid shall apply.

1.3.3.8 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

1.3.4 Interpretation. In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.4 Notice

1.4.1 Except as otherwise provided in Section 1.4.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing and delivered by hand delivery, email and confirmed by first class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set for in the Agreement.

1.4.2 Notice of Claims as provided in Section 4.3.2 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

ARTICLE 2. OWNER

2.1 GENERAL

2.1.1 Owner Defined. The City of Cibolo, Texas, a home-rule, Texas Municipal Corporation located in Guadalupe County, and identified as "Owner" or as "the City" in the Contract, is

referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters concerning this Contract requiring the Owner's approval or authorization. ("Owner's Designated Representative" or "ODR") Whenever the term "City" or "Owner" is found in this Contract, such term shall include the City's agents, elected officials, employees, officers, directors, volunteers, and representatives, successors and assigns.

2.1.2 The Contractor acknowledges that no lien rights exist with respect to public property.

2.2 INFORMATION AND SERVICES TO BE PROVIDED BY OWNER.

2.2.1 The City will provide and maintain the Preliminary Budget developed by the Program Management and general schedule for the Project, if any. The Preliminary Budget will include the anticipated construction cost, contingencies for changes in the Work during construction, and other costs that are the responsibility of the Owner. The general schedule will set forth the Owner's plan for milestone dates and completion of the Project.

2.2.2 The Owner shall pay for necessary approvals, fees and permits that are required by the City of Cibolo's Planning and Engineering Department, Electric, Water, and Sanitary Sewer entities.

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations. The furnishing of these surveys and reports shall not relieve the Contractor of any of its duties under the Contract Documents or these General Conditions. Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness following actual receipt of a written request. It is incumbent upon the Contractor to identify, establish, and maintain a current schedule of latest dates for submittal and approval by the Owner, as required in Section 3.10, including when such information or services must be delivered. If Owner delivers the information or services to the Contractor as scheduled and Contractor is not prepared to accept or act on such information or services, then Contractor shall reimburse Owner for all extra costs incurred of holding, storage, or retention, including redeliveries by the Owner to comply with the current schedule.

2.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, five (5) complete sets of the Plans and Specifications. Additional complete sets of Plans and Specifications, if requested, will be furnished at reproduction cost to the Contractor requesting such additional sets.

2.2.5 Owner's personnel may, but are not required to be present at the construction site during progress of the Work to assist the Design Consultant in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

2.2.6 **OWNER'S RIGHT TO STOP THE WORK.** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2, "CORRECTION OF WORK," fails to carry out Work in accordance with the Contract Documents,

disregards the instructions of Owner or Design Consultant when based upon the requirements of the Contract Documents, or fails or refuses to provide sufficient amount of properly supervised and coordinated labor, materials, or equipment, so as to be able to complete the Work within the Contract Time, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's right under Paragraph 12.2.

2.2.7 OWNER'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such three-day period, give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor, within such three-day period after receipt of such second notice, fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3. CONTRACTOR

3.1 GENERAL.

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

3.1.3 The Contractor shall not be relieved of obligations, responsibilities, or duties to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Consultant in the Design Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by City or persons other than the Contractor.

3.1.4 The Contractor undertakes performance of the Work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the Owner and the Contractor, its agents, representatives, employees, or Subcontractors for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between the Owner and Contractor, its agents, employees, representatives, or Subcontractors. Neither party shall have the authority to bind or obligate the other in any manner as a result of the relationship created hereby. As an independent contractor, the Contractor: (a) assumes full responsibility for the safety of all persons employed or utilized by the Contractor or

under the Contractor's control and supervision; (b) shall maintain complete supervision and control over the Contractor's agents, employees, and Subcontractors; and (c) agrees to perform all of the Contractor's obligations under this Agreement in accordance with the Contractor's own methods subject to compliance with this Agreement. In no event shall the Owner have control over, charge of, or any relationship for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the Site affecting it. Any error, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Design Consultant as a Request for Information in such form as the Design Consultant may require.

3.2.1.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Design Consultant, or the work installed by other contractors, is not guaranteed by the Design Consultant or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations.

3.2.1.2 In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

3.2.1.3 Generally prevailing climatic conditions.

3.2.1.4 Anticipated labor supply and costs.

3.2.1.5 Availability, logistics, and cost of materials, tools and equipment.

3.2.1.6 applicable policies, procedures, rules and restrictions of Owner relating to construction on the real property.

3.2.1.7 Applicable Laws.

3.2.1.8 executive orders by local, state of Texas, or federal government authorities relating to COVID-19.

3.2.2 As between Owner and Contractor, and subject to the provisions of Section 3.2.4 below, Contractor has no responsibility for the timely delivery, completeness, accuracy and/or sufficiency of the Specifications or Drawings (or any errors, omissions, or ambiguities therein), and is not responsible for any failure of the design of the facilities or structures as reflected thereon to be suitable, sound or safe. Notwithstanding, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner and/or Design Consultant, and shall take

field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordinating and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. Notwithstanding any limitations in Tex. Bus. & Comm. Code Section 59.001 et seq. regarding Contractor's responsibilities for defects in plans and specifications, Contractor acknowledges that it is responsible for the consequences of design defects in, and does warrant the accuracy, adequacy, sufficiency, and suitability of plans, specifications, or other design documents that it provides and that are provided to the Contractor by its agents, contractors, Subcontractors, fabricators, suppliers, or consultants of every tier. Further, Contractor is responsible where Contractor provides input and guidance on plans, specifications, or other design documents through work product signed and sealed by a licensed professional that is incorporated into plans, specifications, or other design documents used in the Work. The Contractor shall be deemed to have satisfied itself as to the design contained in and reflected by the Specifications and the Drawings. In particular, but without prejudice to the generality of the foregoing, the Contractor will review the Contract Documents to establish that:

3.2.2.1 the information is sufficiently complete to perform the Work; and

3.2.2.2 there are no obvious or patent ambiguities, inaccuracies or inconsistencies within or between the documents forming the Contract; and

3.2.2.3 the Contractor can work with the aforementioned Contract Documents so as to perform the Work and of each and every part thereof such that the Work and each and every part thereof will, jointly and severally, be in accordance with the requirements of the Contract Documents and in particular, but without limiting the generality of the foregoing, such that the Work as a whole and, as appropriate, each and every part thereof, shall comply with the requirements of any performance specifications.

3.2.3 Pursuant to Tex. Bus. & Comm. Code Section 59.001 et seq., and as indicated in Section 3.2.2 above, if upon review of the plans, specifications, or other design documents, the Contractor discovers a defect, inaccuracy, inadequacy or insufficiency in the plans, specifications, or other design documents, the Contractor shall promptly report the Design Consultant and Owner, in writing, the existence of any known defect in the plans specifications, or other design documents that is discovered by the Contractor, or that reasonably should have been discovered by the Contractor, using ordinary diligence, before or during construction. If the Contractor performs any construction activity when it knew or reasonably should have known it was not in accordance with Applicable Laws without such notice to the Design Consultant and Owner and instruction to proceed, the Contractor shall be liable for any damages, costs, or liability resulting therefrom, including, without limitation, any fines, Architect's fees, consulting fees, and costs of correction of the Work.

3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Design Consultant in response to the Contractor's Notices or Requests for Information the Contractor shall make Claims as provided in Section 4.3. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Design Consultant for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for

differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or differences and knowing failed to report it to the Design Consultant.

3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to utility lines, cables, pipes, and pipelines identified to Contractor.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES.

3.3.1 The Contractor shall supervise, inspect and direct the Work competently and efficiently, exercising the skill and attention of a reasonably prudent Contractor, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Design Consultant and shall not proceed with that portion of the Work without further written instructions from the Design Consultant. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER FOR ALL ACTS AND OMISSIONS OF THE CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, AND ANY OTHER PERSON OR ENTITY PERFORMING ANY PORTION OF THE WORK FOR, OR ON BEHALF OF, THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS. NOTHING IN THESE GENERAL CONDITIONS SHALL BE CONSTRUED TO RELIEVE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OF THEIR RESPONSIBILITY FOR AND CONTROL OVER THEIR RESPECTIVE EMPLOYEES AND SUBCONTRACTORS.

3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portion are in proper condition to receive subsequent Work.

3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq.

3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or

construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

3.3.6 The Contractor shall review subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any subcontractor(s) or any other person or entity (e.g. a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

3.4 LABOR AND MATERIALS.

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.1.1 PREVAILING WAGE RATE AND GENERAL LABOR CONDITIONS. The Provisions of Chapter 2258, Texas Government Code, are expressly made a part of this contract. In accordance therewith, the City will provide Contractor with a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this contract prior to the bidding of the Project and this schedule will become a part hereof. The Contractor shall forfeit as a penalty to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any sub-contractor under him. The establishment of prevailing wagherates pursuant to Chapter 2258, Texas Government Code shall not be construed to relieve the Contractor from his obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder. The Contractor, in the execution of this Project, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin. The Contractor agrees that he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, Contractor agrees that he/she will abide by all applicable terms and City "General Conditions" governing wages and labor standards and practices, and provisions of the

Nondiscrimination Clause and the Small and/or Minority Business Advocacy Clause as contained in the City of Cibolo's current Affirmative Action Plan on file in the City Secretary's Office.

3.4.2 Substitutions.

3.4.2.1 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor (iii) and when in the judgment of the Owner or the Design Consultant, a substitution would be substantially in the Owner's best interests in terms of cost, time, or other considerations.

(i) The Contractor must submit to the Design Consultant and the Owner a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) and in the event of a substitution under clause of Section 3.4.2.1, an affidavit stating the (a) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Design Consultant. Proposals for substitutions shall be submitted in triplicate to the Design Consultant in sufficient time to allow the Design Consultant no less than twenty-one (21) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.2.2 In the event of substitution under clause (ii) of Section 3.4.2.1, and whether or not any such proposed substitution is accepted by the Owner or the Design Consultant, the Contractor shall reimburse the Owner for any fees charged by the Design Consultant or other consultants for evaluating each proposed substitute.

3.4.3 Except as otherwise required for safety or protection of persons or the Work or property at the Site or adjacent thereto, no Work will be allowed by Owner between the hours of 9:00 p.m. and 6:00 a.m. of the following day unless directed by the ODR or requested in writing by Contractor and approved by the Director of Public Works and Capital Projects or its Designee Department Director.

3.4.4 The Contractor shall at all times enforce strict discipline and good order among persons working on the Project, and shall not employ or continue to employ any unfit person on the project or any person not skilled in the assigned work. The Contractor shall be responsible to the Owner for all acts and omissions of its employees, all tiers of its Subcontractors, material suppliers, anyone whom the Contractor may allow to perform any Work on the Project, and their

respective officers, agents, employees, and consultants whom the Contractor may allow to come on the job site with the exception of the Owner, the Design Consultant, and the Program Management Team. In addition, if the Contractor receives written notice from the Owner complaining about any Subcontractors or employees or anyone who is a hindrance to proper or timely execution of the Work, Contractor shall remedy such complaint without delay to the Project and at no additional cost to the Owner. This provision shall be included in all contracts between the Contractor and all Subcontractors of all tiers.

3.4.5 The Contractor recognizes that the Project Site is a public facility which represents the City of Cibolo, and the Contractor shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

3.4.6 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.7 All materials and equipment shall be as specified in the Contract Documents, and if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Design Consultant, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment. The Contractor may make substitutions only with the consent of the Owner, after Contractor's compliance with Section 3.4.2 hereof.

3.4.8 All materials shall be shipped, stored and handled in a manner that will protect and ensure their condition at the time of incorporation in the Work. After installation, all materials shall be properly protected against damage to ensure their being in the condition required by Section 3.5.1 when the Work is Substantially Completed or Owner takes over use and occupancy, whichever is earlier.

3.4.9 The Contractor shall procure and furnish to the Owner all guarantees, warranties, spare parts and maintenance manuals that are called for by the Specifications or that are normally provided by a manufacturer. The maintenance manual shall include a catalog and price list for any equipment, materials, supplies, or parts used in the inspection, calibration, maintenance or repair of the equipment. Items in the catalog shall be readily available for purchase.

3.4.10 During construction of the Work and for four years after final completion, the Contractor shall retain and shall require all Subcontractors to retain for inspection and audit by the City all books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all other direct or indirect costs related to the bidding and performance of this Work. Upon request by the Owner, a legible copy or the original of any or all such records shall be produced by the Contractor at the administrative office of the Owner. To the extent that it requests copies of such documents, the City will reimburse the Contractor and its Subcontractors for copying costs. The Contractor shall

not be required to keep records of, or provide access to the bases of any negotiated and agreed-to lump sums, unit prices or fixed overhead and profit multipliers.

3.5 WARRANTY.

3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, normal wear and tear and normal usage, and additional damage or defects caused by Owner's failure to promptly notify Contractor. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 The Contractor agrees to assign to the Owner, at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties; provided that such assignment shall contain a reservation of Contractor's right to also enforce the manufacturer's warranties. As a condition precedent to final payment, the Contractor shall prepare a notebook with reference tabs and submit three copies of the notebook to Owner that includes a complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with, as between Owner and Contractor, a warranty commencement date as required by the Contract Documents. Copies of the complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with, as between Owner and Contractor, a warranty commencement date as required by the Contract Documents shall also be submitted to Owner in an electronic format (PDF) on a Compact Disc (CD).

3.5.3 A right of action by the Owner for any breach of the Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Contract, at law, or in equity regarding any defective Work.

3.5.4 The warranty provided in paragraph 3.5.1 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor, upon written timely demand by Owner, to replace defective materials and equipment and re- execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after (i) Substantial Completion of the applicable Work, (ii) such earlier date contemplated by Section 9.9 or, (iii) in the event of a latent defect, within one (1) year after discovery thereof by Owner.

3.5.5 The Contractor shall issue in writing to the Owner, as a condition precedent to final payment, a "General Warranty" reflecting the terms and conditions of paragraphs 3.5.1 and 3.5.2 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

3.5.6 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise reasonably satisfactory to the Owner. Owner and Contractor acknowledge that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of Substantial Completion or final completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one year warranty on each phase or building which is substantially complete will expire. Contractor agrees to provide notice of the warranty expiration date to Owner and Design Consultant at least one month prior to the expiration of the one-year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one-year warranty period, Contractor shall accompany the Owner and Design Consultant on reinspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the reinspection. For extended warranties required by the Contract Documents, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within seven (7) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner and the Design Consultant, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one-year warranty period at least one month prior to the expiration date, Contractor's warranty obligations described in this paragraph shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

3.5.7 Warranties shall become effective on a date established by the Owner and Design Consultant in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to Final Completion shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Design Consultant or the date of final completion of the Work.

3.5.8 Neither final payment nor compliance by the Contractor with any provision in the Contract Documents shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship. The Contractor warrants that the Work will conform to the requirements of the Contract Documents.

3.5.9 The building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. The Contractor, immediately upon notification by the Owner of water penetration, shall determine the source of water penetration and perform any work necessary to make the building(s) watertight. The Contractor also shall repair or replace any damaged material, finishes, and fixtures, damaged as a result of this water penetration, to return the building(s) to original condition. The costs of such determination and repair shall be borne by the Contractor only to the extent that the leak(s) are attributable to faulty workmanship or unauthorized or defective materials.

3.6 TAXES. The Contractor will not include in the Contract Sum or any Modification any amount for sales, use, or similar taxes for which (1) the City is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

3.7 PERMITS, FEES AND NOTICES.

3.7.1 Permits. Unless otherwise provided in the Contract Documents or by the Owner per Article 2.2.2, the Contractor shall secure and pay for permits and governmental fees, licenses, and inspections which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Design Consultant and Owner in writing, and necessary changes shall be accomplished by appropriate Modification before the Work affected by such modification is performed.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Design Consultant and Owner, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

3.7.5 The Contractor shall also assist Owner in obtaining all permits and approvals, and at the Owner's request pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the Site. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

3.8 ALLOWANCES.

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

3.8.2.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs and other expenses contemplated for stated allowance shall be included in the Contract Sum;

3.8.2.3 Whenever actual costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Section 3.8.2.1, and (2) changes in Contractor's costs under Section 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

3.9 SUPERINTENDENT.

3.9.1 At all times during the progress of the Work Contractor shall assign a competent resident superintendent, able to communicate fluently in English, and any necessary assistants, all satisfactory to the Director of Public Works and Capital Projects or his/her designee, as applicable. Any Superintendent designee shall be identified in writing to the ODR promptly after Owner issues written Notice to Proceed. The Superintendent shall represent the Contractor and all directions given to him shall be binding on the Contractor. The designated Superintendent shall not be replaced without written notice to the ODR and approval of the Director, which approval will not be unreasonably withheld, except with good reason (including any termination or disability of the Superintendent) or under extraordinary circumstances. The Superintendent may not be employed on any other project prior to Final Completion of the Work, without the approval of the Director, which approval will not be unreasonably withheld.

3.9.2 The Contractor shall furnish a list to the Design Consultant of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Design Consultant shall provide such information to the Owner.

3.9.2.1 The Owner, upon the showing of good and reasonable cause, may reject or require removal of any engineer, consultant, job superintendent, or employee of the Contractor, Subcontractor or Sub-subcontractor involved in the Project.

3.9.2.2 Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

3.9.2.3 The Owner reserves the right to utilize one or more of its employees to function in the capacity of the City's Inspector, whose primary function will be daily inspections, checking pay requests, construction timelines, and storage of supplies and materials.

3.10 CONTRACTOR'S WORK PROGRESS SCHEDULES.

3.10.1 Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project to the ODR and the Design Consultant not later than ten (10) days after the effective date of the Notice to Proceed. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be a computerized Critical Path Method (CPM) with full reporting capability (Primavera Project Manager 5.x or above, or Primavera Contractor 4.1 or above). This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, and acceptance of all the Work of the Contract, including any contractually mandated Milestone Dates. The initial schedule shall not exceed the time limits set forth in the Contract Documents. Contractor shall organize the Work Progress Schedule and provide adequate detail so the Schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities. When acceptable to the Owner, this initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract Duration.

3.10.2 The Work Progress Schedule and successive updates or revisions thereof are for the Contractor's use in managing the Work. The Work Progress Schedule is for the information of the Owner and to demonstrate that the Contractor has complied with requirements for planning the Work. The Owner's acceptance of a schedule and schedule updates or revisions constitutes the Owner's agreement to coordinate its own activities with the Contractor's activities as shown on the schedule.

3.10.2.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto, does not indicate any approval of the Contractor's proposed sequences and duration.

3.10.2.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute the Owner's consent to any changes, alter the terms of the Contract, waive either the Contractor's responsibility for timely completion, or waive the Owner's right to damages for the Contractor's failure to do so.

3.10.2.3 The Contractor's scheduled dates for completion of any activity or of the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the completion date(s) and Contract Times.

3.10.3 Submittal of a schedule, schedule revision or schedule update constitutes the Contractor's representation to the Owner, as of the date of the submittal, of the accurate depiction of all progress to date and that the Contractor will follow the schedule as submitted in performing the Work.

3.10.4 Schedule Updates. The Work Progress Schedule and the Submittal Schedule shall be updated monthly, as a minimum, to reflect progress to date and current plans for completing the Work. A paper and an electronic copy of the update shall be submitted to the Design Consultant and ODR as directed. The Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. The anticipated date of Substantial Completion shall show

all extensions of time granted through Change Order(s) as of the date of the update. The Contractor, after coordination and consultation with the Owner, may revise the Work Progress Schedule logic only with the Owner's concurrence, which will not be unreasonably withheld, when, in the Contractor's judgment, it becomes necessary for the management of the Work. The Contractor shall identify all proposed changes to schedule logic to Owner and to the Design Consultant via an Executive Summary accompanying the updated schedule for review prior to implementation of any revisions.

3.10.4.1 Each schedule shall segregate the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Design Consultant. Each schedule activity shall be assigned a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project.

3.10.4.2 Each schedule shall include activities representing manufacturing, fabrication, or ordering lead time for materials, equipment, or other items for which the Design Consultant is required to review submittals, shop drawings, product data, or samples.

3.10.4.3 Each schedule, other than the initial schedule, shall indicate the activities, or portions thereof, which have been completed; shall reflect the actual time for completion of such activities; and shall reflect any changes to the sequence or planned duration of all activities.

3.10.4.4 If any updated schedule exceeds the time limits set forth in the Contract Documents for Substantial Completion of the Work, the Contractor shall include with the updated schedule a statement of the reasons for the anticipated delay in Substantial Completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Design Consultant to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Design Consultant.

3.10.4.5 Neither the Owner nor the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity duration so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

3.10.4.6 Submission of any schedule under this Contract constitutes a representation by the Contractor that as of the date of the submittal: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and duration used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining work in the sequence and time indicated.

3.10.5 Completion of Work. The Contractor is accountable for Substantially Completing the Work in the Contract Time, or as otherwise amended by Change Order.

3.10.5.1 If in the judgment of the Owner the Schedule update reflects that the Work is behind schedule and the rate of performance of the Work is inadequate to regain scheduled progress to insure timely Substantial Completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the Owner, shall immediately take action to increase the rate of Work performance by: increasing working forces; increasing equipment or tools; increasing hours of work or number of shifts; expediting delivery of materials; changing, with the approval of the Owner, the schedule logic and Work sequences; or taking other action proposed if acceptable to Owner.

3.10.5.2 Within ten (10) calendar days after such notice from the Owner or the ODR, the Contractor shall notify the ODR in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating the Contractor's plan for achieving timely completion of the project.

3.10.5.3 Should the ODR deem the plan of action inadequate, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents.

3.10.5.4 The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Substantial Completion of the Work within the Contract Time. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section, except as may be provided under the provisions of Article 4.3.11.

3.10.5.5 The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

3.10.6 If reasonably required by Owner, Contractor shall also prepare and furnish Project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

3.10.7 The Contractor shall recommend to the Owner and to the Design Consultant a schedule for procurement of long-lead time items, which will constitute part of the Work as required to meet the project schedule.

3.11 DOCUMENTS AND SAMPLES AT THE SITE.

3.11.1 The Contractor shall maintain at the Site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Amendments, in good order and currently marked, to record field changes and selections made during construction, and one record copy of

approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Consultant and shall be delivered to the Design Consultant for submittal to the Owner upon completion of the Work.

3.11.2 Contractor shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes applicable to the Project. Contractor shall make such reports and records available to inspection by the Owner, Design Consultant, or their respective agents, within five (5) working days of request by Owner, Design Consultant, or their respective agents.

3.12 SHOP DRAWINGS, PRODUCE DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared and furnished by the Contractor or its agents, manufacturers, suppliers or distributors, and which illustrate and detail some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical samples of materials, equipment, or workmanship that are representative of some portion of the Work, furnished by the Contractor to Owner to assist Owner and Design Consultant in the establishment of workmanship and quality standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Consultant is subject to the limitations of Section 4.2.8. Informational submittals upon which the Design Consultant is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Design Consultant without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Design Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Design Consultant without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and filed construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Design Consultant. The Design Consultant will review and return such submittals within ten(10) working days or within a reasonable period so as to not delay the project.

3.12.8 The Work shall be in accordance with approved submittals, except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Design Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Design Consultant in writing of such deviation at the time of submittal and (1) the Design Consultant has given written approval in the specific deviation as a minor change in the Work, or (2) a Change Order or Field Work Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Consultant's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Design Consultant on previous submittals. In the absence of such written notice, the Design Consultant's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Design Consultant will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Design Consultant. The Owner and the Design Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Design Consultant have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Design Consultant will review, approve or take other appropriate action on submittals only for the limited purpose of checking of conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

3.13.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

3.13.3 The Contractor will abide by all applicable rules and regulations of the Owner with respect to conduct, including smoking, parking of vehicles, security regulations and entry into adjacent facilities owned by the City.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.14.3 Any part of the finished Work damaged during installation or prior to Substantial Completion of the Work (or such earlier date established in Section 9.9) shall be repaired so as to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced.

3.15 CLEANING UP.

3.15.1 During the progress of the Work, Contractor shall keep the Site and surrounding area free from accumulations of waste materials, rubbish, and other debris resulting from the Work. Contractor shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction, and shall clean exterior gutters, drainage, walkways, driveways and roofs of debris. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost therefore shall be charged to the Contractor

3.15.2 Prior to Substantial Completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy, by Owner. Contractor shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors,

carpeting, ducts, fixtures, and ventilation units operated during construction, and shall clean exterior gutters, drainage, walkways, driveways and roofs of debris. Contractor shall restore to their original condition those portions of the Site not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost therefore shall be charged to the Contractor.

3.16 ACCESS TO WORK. The Contractor shall provide the Owner and Design Consultant access to the Work in preparation and in progress wherever located.

3.17 PATENT FEES AND ROYALTIES.

3.17.1 Contractor shall pay all license fees and royalties and assume all costs incident to the use of 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 a particular 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 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 shall be disclosed by Owner in the Contract Documents.

3.18 INDEMNITY PROVISIONS.

3.18.1 GENERAL. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SECTIONS 3.18.2 AND 3.18.3 BELOW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND OWNER, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, (ALL THE "INDEMNITEES" AND INDIVIDUALLY AN "INDEMNITEE"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR OR ANY SUBCONTRACTOR PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION (1) THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER APPLICABLE LAW BY CONTRACTOR OR ANY SUBCONTRACTOR (OR ANY OF THEIR EMPLOYEES) OF ANY TIER; (2) ANY LIEN OR BOND CLAIM ASSERTED BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER FOR WORK OR MATERIALS PROVIDED TO THE PROJECT, CONDITIONED UPON PAYMENT RECEIVED BY CONTRACTOR FROM OWNER HEREUNDER; (3) BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, EXCEPT TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF ANY INDEMNITEE OR THEIR DESIGN PROFESSIONALS OR SEPARATE CONTRACTORS (OTHER THAN THE CONTRACTOR OR ANY SUBCONTRACTORS).

3.18.2 EMPLOYEE INJURY CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SECTIONS 3.18.1 AND 3.18.3, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ALL INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND

COSTS), ARISING OUT OF, RESULTING FROM, OR ATTRIBUTABLE TO ANY CLAIM OF BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM"), EVEN TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF OWNER OR ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF THE CONTRACTOR THAT, IN SUCH EVENT, THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF THE EMPLOYEE. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. CONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

3.18.3 COPYRIGHT INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SECTIONS 3.18.1 AND 3.18.2, ABOVE, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ANY INDEMNITEE(S) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST OWNER OR INDEMNITEES ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INSTRUMENTS OF SERVICE FURNISHED BY OR THROUGH CONTRACTOR OR ITS SUBCONTRACTORS, EVEN TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF ANY OF THE INDEMNITEES OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.

3.18.4 If such infringement claim or action has occurred or, in Contractor's judgment is likely to occur, City shall allow the Contractor at Contractor's option and expense, (unless such infringement results directly from Contractor's compliance with City's written standards or specifications or by reason of City's or Design Consultants' design of articles or their use in combination with other materials or in the operation of any process for which the City shall be liable) to either: (a) procure for City the right to continue using said deliverable and/or materials; (b) modify such deliverable and/or materials to become non-infringing (provided that such modification does not adversely affect City's intended use of the deliverable and/or materials as contemplated hereunder); (c) replace said deliverable and/or materials with an equally suitable, compatible and functionally equivalent non-infringing deliverable and/or materials at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to

Contractor, upon written request City shall return the deliverable and/or materials in question to Contractor and Contractor shall refund all monies paid by City with respect to such deliverable and/or materials and accept return of same. If any such cure provided for in this Section shall fail to satisfy the third-party claimant, these actions shall not relieve Contractor from its defense and indemnity obligations set forth in this Article.

3.18.5 The indemnification obligations under this Article 3.18 shall not be limited in any way by the limits of any insurance coverage or any limitation on the amount or type of damages, compensation, or benefits payable by, for, or to Contractor or any subcontractor, supplier, or any other individual or entity under any insurance policy, workers' compensation acts, disability benefit acts, or other employee benefits acts.

3.18.6 Workmen Safety. The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives or the Design Consultant pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing there under for protection, occupational safety and health to workmen. It is agreed that the primary obligation of the Contractor is to comply with these statutes in the performance by Contractor of the Work and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

3.18.7 Other Provisions Regarding Indemnity.

3.18.7.1 The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.18.7.2 The obligations contained in this Section 3.18 shall survive the expiration, completion, abandonment and/or termination of the Agreement and Final Completion of the Work and any other services to be provided pursuant to this Contract. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor, as the case may be, known to Contractor, related to or arising out of Contractor's activities under this Contract, and shall see to the investigation and defense of such claim or demand at Contractor's cost. The City shall have the right at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this Article.

3.18.7.3 Defense Counsel. City shall have the right to approve defense counsel, of which approval will not be unreasonably withheld, to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by

advisory council of its own selection and at its own expense, without waiving the foregoing.

3.18.7.4 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section 3.18 or the Additional Insured requirements in this Contract, such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision in this Agreement be held invalid, unenforceable, or contrary to public policy, law, statute, or ordinance, then the remainder of the provision, paragraph, Section and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

3.19 REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

3.19.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

3.19.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3.19.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

3.19.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

3.19.5 that its duly authorized representative has visited the Site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

3.20 BUSINESS STANDARDS. Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

ARTICLE 4. ADMINISTRATION OF THE CONTRACT.

4.1 DESIGN CONSULTANT.

4.1.1 Definition. A person registered as an Architect pursuant to Tex. Occupations Code And., Chapter 1051, as a landscape Architect pursuant to Texas Occupations Code, Chapter 1052, and/or a person licensed as a professional engineer pursuant to Texas Occupations Code, Chapter 1001, or a firm employed by Owner or Design- Build Contractor to provide professional Architectural or engineering services and exercising overall responsibility for the design of a Project or a significant portion thereof, and performing certain contract administration responsibilities as set forth in the Contract. The term "Design Consultant", unless the context clearly indicates otherwise, means an engineer or other Design Consultant in private practice retained for a specific project under a contractual agreement with the City.

4.1.2 Duties, responsibilities and limitations of authority of the Design Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Design Consultant. Consent shall not be unreasonably withheld. The Owner shall, and shall cause the Design Consultant to, exercise good faith and commercially reasonable standards in the administration, control, and approval of the Work.

4.1.3 If the employment of the Design Consultant is terminated, the Owner shall employ a new Design Consultant whose status under the Contract Documents shall be that of the former Design Consultant.

4.2 ROLE OF THE DESIGN CONSULTANT IN ADMINISTRATION OF THE CONTRACT.

4.2.1 The Design Consultant will provide administration of the Contract as described in the Contract Documents, and will be an Owner’s representative (1) during construction, (2) until final payment is due and (3) with the Owner’s concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Design Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Design Consultant will advise and consult with the Owner. The Owner's instruction to the Contractor may be issued through the Design Consultant, but the Owner reserves the right to issue instructions directly to the Contractor through other designated City representatives. Contractor understands that City may modify the authority of such Design Consultant as provided in the terms of its contract relationship with the Design Consultant, and the Director shall, in such event, be vested with powers formerly exercised by such Design Consultant, provided written notice of such modification shall be immediately served on the Contractor in writing. Nothing herein shall authorize independent agreements between Contractor and such Design Consultant, nor shall the Design Consultant be deemed to have a legal relationship with the Contractor.

4.2.3 The Design Consultant will make visits to the Site at intervals appropriate to the various stages of construction to operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and the Work. However, the Design Consultant will not be

required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Consultant will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. The Design Consultant's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will generally conform to the Contract Documents.

4.2.4 The Design Consultant will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work

4.2.5 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communication have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Design Consultant about matters arising out of or relating to the Contract. Communications by and with the Design Consultant's consultants shall be through the Design Consultant. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.6 Based on the Design Consultant's evaluations of the Contractor's Application for Payment, the Design Consultant will review and certify the amounts due the Contractor and will approve and stamp pay applications.

4.2.7 Except as otherwise provided in the Supplementary or Special Conditions, the Design Consultant and the Owner will have authority to reject Work that does not conform to the Contract Documents. Whenever the Design Consultant or Owner considers it necessary or advisable, the Design Consultant will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Consultant or Owner nor a decision made by either, in good faith, to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.8 The Design Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Consultant will perform these reviews in a timely fashion so as to not delay the Work. The Design Consultant will respond to submittals such as Shop Drawings, Product Data, and Samples pursuant to the procedures set forth in Division 1 of the Project Specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5

and 3.12. The Design Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Consultant, or any construction means, methods, techniques, sequences or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.9 The Design Consultant will prepare Change Orders and Field Work Directives, and with concurrence of the ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order, which the Contractor shall carry out promptly and record on the as-built record documents.

4.2.10 The Design Consultant and the Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Design Consultant will receive and review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance by the Contractor with the requirements of Article 3.5.2.

4.2.11 Upon written request of the Owner or Contractor, the Design Consultant will issue its interpretation of the requirements of the plans and specifications. The Design Consultant's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required for the Design Consultant shall be furnished in compliance with this Section 4.2, then no delay will be recognized on account of any failure by the Design Consultant to furnish such interpretations except for actual substantiated delays for which the Contractor is not responsible occurring more than 15 days after written request is made for the interpretations.

4.2.12 Interpretations and decisions of the Design Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

4.2.13 The Design Consultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

4.3 CLAIMS AND DISPUTES.

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. Except as contemplated by Section 4.3.10, every Claim of the contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind the Contractor by his signature) of the Contractor, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Notice of Claims. To the extent a Claim arises out of any delay recognized in Article 8 herein, a Notice of Potential Delay shall have been provided within the time periods established in Article 8 and Section 4.4.1 of the Agreement in an attempt to resolve the delay as expeditiously as possible. Transmittal of a Notice of Potential Delay is a condition precedent to any Claim that may later be asserted by the Contractor for an extension of time or for additional costs. Otherwise, Claims by the Contractor must be initiated by written notice (the “Notice of Claim”) to the Owner and Design Consultant within twenty one (21) days after occurrence of the event giving rise to such claim or within twenty one (21) days after occurrence of the event giving rise to the claim, whichever is later; provided, however, that the Contractor shall use its best efforts to furnish the Owner and Design Consultant, as expeditiously as possible, with notice of any claim including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Owner and Design Consultant in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The Notice of Claim shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date that is reasonably possible. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this Article shall be waived. The parties acknowledge that it is imperative that the Owner and Design Consultant have timely, specific notice of any potential problem in order that the problem can be mitigated promptly and economically.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Sections 4.5.1 or 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which were not known to the Contractor and which differ materially from those indicated in the Contract Documents or the reports of investigations and tests of subsurface and latent physical conditions provided by Owner to Contractor prior to the preparation by Contractor of its Bid and referred to above or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents in the general vicinity of the Project site, then the Contractor shall notify the Owner and the Design Consultant of such conditions promptly before conditions are disturbed, and in no event less than 3 days after first observation of the conditions. The Design Consultant will promptly investigate such conditions and report its findings to the Owner. If the Owner and the Contractor cannot agree on an adjustment to the Contract Sum or Contract Time, the adjustment shall be subject to dispute resolution pursuant to Article 4.5.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided in this Section 4.3 shall be given before proceeding to execute the Work; provided that prior notice is not required for Claims relating to an emergency

endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Consultant, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner for convenience, (6) Owner's suspension or (7) other reasonable grounds, a Claim shall be filed in accordance with this Section 4.3.

4.3.5.1 Except as otherwise provided in this Agreement, in calculating the amount of any Claim, the following standards will apply:

1. No indirect or consequential damages will be allowed.
2. No recovery shall be based on comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
3. Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
4. No damages will be allowed for home office overhead or other home office charges or any Eichleay formula calculation.
5. No profit will be allowed on any damage claim.

4.3.5.2 If the Contractor believes additional cost is involved for reasons including but not limited to:

1. a written interpretation from the Design Consultant,
2. an order by Owner to stop Work where the Contractor was not at fault,
3. failure of payment by Owner,
4. termination of the Contract by Owner,
5. suspension of the Contract by Owner, or
6. other grounds wherein legitimate costs have been incurred by Contractor, Claims shall be filed in accordance with this Section 4.3.

4.3.5.3 All Claim notices shall itemize the claim and shall contain sufficient detail and supporting data to permit evaluation of same by Owner and Design Consultant. No Claim shall be considered unless the requirements set for in this Section 4.3 are followed.

4.3.6 Claims for Additional Time.

4.3.6.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided in this Section 4.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

4.3.6.2 The Contractor shall be entitled to an extension of the Contract Time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site, as determined from climatological data set forth in Division 1 of the Project specifications. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Sum by reason of such delays or disruptions. Requests for an extension of time pursuant to this Section shall be submitted to the Design Consultant not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, and shall include documentation and all details reasonably available demonstrating the nature and duration of the delays or disruptions and their effect on the critical path of the Schedule.

4.3.7 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible (including, with respect to the Owner, the acts or omissions of the Owner's separate contractors), written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) business days after the discovery of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.3.8 Change in Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Field Work Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Contractor, Subcontractors, and all sub-subcontractors represent that they have made themselves aware of and shall comply with all orders, regulations, or requirements issued by any Governmental Authority that may affect commercial construction in the county where the Project is located. Contractor and its Subcontractors and sub-subcontractors will plan and include contractor contingencies for any delays and/or increased costs related to price escalations in the marketplace, tariffs, or labor or materials shortages. Owner has requested that Contractor prepare the Project Schedule and all bids/proposals keeping in mind reasonably foreseeable delays in deliveries, workforce inefficiencies, price escalations, supply chain issues, logistics issues, price fluctuations, and potential shortages of materials. No claims for cost increases or unit price increases will be allowed for claims based on such circumstances.

4.3.9 Claims for Consequential Damages. Except as otherwise provided in this Contract, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by the Contractor and to claims by the Owner:

4.3.9.1 Except for any Liquidated Damages required under this Contract, no consequential, indirect, incidental, punitive, or exemplary damages will be allowed, whether or not foreseeable, regardless of whether based on breach of contract, tort (including negligence), indemnity, strict liability, or other bases of liability.

4.3.9.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other similar analysis that is used to show total cost or other damages.

4.3.9.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible.

4.3.9.4 The maximum amount of any recovery for delay, to the extent damages for delay are not otherwise disallowed by the terms of the Contract, shall be as is provided in Section 8.3.2 hereof.

4.3.9.5 No damages will be allowed for home office overhead or other home office charges or any Eichleay formula calculation, except as expressly authorized by the Contract Documents.

4.3.9.6 No profit will be allowed on any damage claim, except as expressly authorized by the Contract Documents.

4.3.10 Subcontractor Pass-Through Claims. In the event that any Subcontractor of the Contractor asserts a claim to the Contractor that the Contractor seeks to pass through to the Owner under the Contract Documents, any entitlement to submit and assert the claim as to the Owner shall be subject to:

4.3.10.1 the requirements of Section 4.3 of these General Conditions; and

4.3.10.2 the following additional three requirements listed below, all three of which additional requirements shall be conditions precedent to the entitlement of the Contractor to seek and assert such claim against the Owner:

(i) the Contractor shall either (A) have direct legal liability as a matter of contract, common law, or statutory law to the Subcontractor for the claim that the Subcontractor is asserting or (B) the Contractor shall have entered into a written liquidating agreement with the Subcontractor, under which agreement the Contractor has agreed to be legally responsible to the Subcontractor for pursuing the assertion of such claim against the Owner under the Contract and for paying to the Subcontractor any amount that may be recovered, less Contractor's included markup (subject to the limits in the Contract Documents for any markup). The liability or responsibilities shall be identified in writing by the Contractor to the Owner at the time such claim is submitted to Owner, and a copy of any liquidating agreement shall be included by the Contractor in the claim submittal materials.

(ii) The Contractor shall have reviewed the claim of the Subcontractor prior to its submittal to Owner and shall have independently evaluated such claim in good faith to determine the extent to which the claim is believed in good faith to be valid. The Contractor shall inform the Owner that the Contractor has made a review, evaluation, and determination that the claim is made in good faith and is believed to be valid.

(iii) The Subcontractor making the claim to the Contractor shall certify to the Contractor and to the Owner that it has compiled, reviewed and evaluated the merits of such claim and that the claim is believed in good faith by the Subcontractor to be valid. A copy of the certification by the Subcontractor shall be included by Contractor in the claim submittal materials.

4.3.10.3 Any failure of the Contractor to comply with any of the foregoing requirements and conditions precedent with regard to any such claim shall constitute a waiver of any entitlement to submit or pursue such claim.

4.3.10.4 Receipt and review of a claim by the Owner under this Section shall not be construed as a waiver of any defenses to the claim available to the Owner under the Contract Documents or law.

4.3.11 Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part. The Contractor acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner and is a material term of this Contract. The following provisions, therefore, will apply:

4.3.11.1 If the Contractor falls behind the approved construction schedule for whatever reason, the Owner shall have the right, in the Owner's sole discretion, to order the Contractor to develop a schedule recovery plan to alter its work sequences or to otherwise accelerate its progress in such a manner as to achieve Substantial Completion on or before the Contract Time completion date or such other date as Owner may reasonably direct and, upon receipt, the Contractor shall take all action necessary to comply with the order. In such event, any possible right, if any, of the Contractor to additional compensation for any acceleration shall be subject to the terms of this Section 4.3.11.

4.3.11.2 In the event that the Contractor is entitled to an extension of Contract Time and has properly initiated a Claim for a time extension in accordance with Section 4.3.11.1 above, the Owner shall have the right, in the Owner's sole discretion, to deny all, or any part, of the Claim for extension of Contract Time and to order Contractor to exercise its commercially reasonable efforts to achieve Substantial Completion on or before the date that would have been required but for the existence of the event giving rise to the Claim by giving written notice to the Contractor provided within fourteen (14) days after receipt of the Contractor's Claim. If the Owner denies the Contractor's claim for an extension of Contract Time under this Subparagraph 4.3.11.2), either in whole or in part, the Contractor shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date. If, after initiating good faith acceleration efforts and through no fault of the Contractor, the Contractor is unable to achieve Substantial Completion within the originally scheduled Contract Time, the Owner will not be entitled to liquidated damages.

4.3.11.3 If the Owner orders the Contractor to accelerate the Work under Section 4.3.11.2 above, and the Contractor would have been entitled to a time extension for a reason specifically allowed under the Contract Documents for an amount of time that would have justified approval by the Owner if not for the need and right to complete the Project within the stipulated period, the Contractor may initiate a Claim for schedule recovery or acceleration costs pursuant to Section 4.3.1. Any resulting Claim for these costs properly initiated by the Contractor under Section 4.3.1, above, shall be limited to those reasonable and documented direct costs of labor, materials, equipment, and supervision solely and directly attributable to the actual recovery or acceleration activity necessary to bring the Work back within the then existing approved construction schedule. These direct costs include, but are not limited to, the premium portion of overtime pay additional crew, shift, or equipment costs if requested in advance by the Contractor and approved in writing by the Owner. A percentage markup for the prorated cost of premium on the existing performance and payment bonds and required insurance, profit and field overhead, not to exceed the markups permitted by this Contract, will be allowed on the claimed costs. **NO OTHER MARKUP FOR PROFIT, OVERHEAD (INCLUDING BUT NOT LIMITED TO HOME OFFICE OVERHEAD) OR ANY OTHER COSTS WILL BE ALLOWED ON ANY ACCELERATION CLAIM.** The Owner shall not be liable for any costs related to an acceleration claim other than those described in this Clause 4.3.11.

4.3.12 No Waiver of Governmental Immunity. NOTHING IN THIS CONTRACT SHALL BE CONSTRUED TO WAIVE THE OWNER'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

4.4 RESOLUTION OF CLAIMS AND DISPUTES.

4.4.1 Recommendation of Design Consultant.

4.4.1.1 Claims by the Contractor against the Owner and Claims by the Owner against the Contractor, including those alleging an error or omission by the Design Consultant but excluding those arising under Sections 10.3 and 10.5, shall be referred initially to the Design Consultant for consideration and recommendation to the Owner. An initial recommendation by the Design Consultant shall be required as a condition precedent to mediation or litigation of all Claims by the parties arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Design Consultant with no recommendation having been rendered by the Design Consultant.

4.4.1.2 The Design Consultant will review Claims and within 10 days of receipt of the Claim and take one or more of the following actions: (1) request additional supporting data from the party making the Claim; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Design Consultant is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

4.4.1.3 Following receipt of the Design Consultant's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Section 4.5.

4.4.1.4 If the Design Consultant requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall either provide a response or the requested supporting data, advise the Design Consultant when the response or supporting data will be furnished, or advise the Design Consultant that no response of supporting data will be furnished.

4.4.2 Waiver of Lien. It is understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

4.5 ALTERNATIVE DISPUTE RESOLUTION.

4.5.1 Continuation of Work Pending Dispute Resolution. Each party is required to continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract unless it would be impossible or impracticable under the circumstances.

4.5.2 Requirement for Senior Level Negotiations. Before invoking mediation or any other alternative dispute process set forth herein the parties agree that they shall first try to resolve any dispute arising out of or related to this Contract through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty days after a party delivers a written notice of such dispute, then the parties shall proceed with the alternative dispute resolution process contained herein, including mediation and/or litigation. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

4.5.3 Mediation.

4.5.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Contract, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

4.5.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.

4.5.3.3 In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this Section 4.5 shall be deemed to have occurred.

4.5.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Contract shall be in Guadalupe County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Contract shall waive any immunity or defense. No provision of this Contract is a consent to suit.

ARTICLE 5. SUBCONTRACTORS

5.1 **DEFINITION.** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 The Contractor shall, prior to entering into an agreement with such persons, notify the Director in writing of the names of all proposed first tier Subcontractors for the Work.

5.2.2 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection. A Subcontractor or other person or organization identified in writing to Owner prior to the Notice of Award and not objected to in writing by Owner prior to the Notice of Award will be deemed acceptable to Owner. Acceptance of any Subcontractor, other person, or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work. If Owner, after due investigation, has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after the Notice of Award, the Contractor will be required to submit an acceptable substitute. The Contract Sum will be equitably adjusted, if permitted by applicable law, for any change in the price of the subcontract work resulting from such substitution. Contractor shall not be required to employ any Subcontractor, other person, or organization against whom Contractor has reasonable objection.

5.2.3 Contractor shall be fully responsible to Owner for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between Owner and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by

law. Owner may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.

5.2.4 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

5.2.5 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

5.3 **SUBCONTRACTUAL RELATIONS.** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Design Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Design Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 **CONTINGENT ASSIGNMENT OF SUBCONTRACTS.**

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1.1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

5.4.1.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increase in cost resulting from the suspension.

ARTICLE 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTS.

6.1 **OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operation related to the Project with the Owner's own forces, the Owner shall be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY.

6.2.1 The Contractor shall afford the Owner and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends, for proper execution or results, upon the construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Design Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

6.2.5 Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Design Consultant will allocate the cost among those responsible.

ARTICLE 7. CHANGES IN THE WORK

7.1 GENERAL.

7.1.1 Changes in the Work may be accomplished after the execution of the Contract, and without invalidating the Contract, by Change Order, Field Work Directive or order for a minor change in the Work that does not affect the Contract Time or the Contract Sum, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Design Consultant; a Field Work Directive requires agreement by the Owner and Design Consultant and may or may not be agreed to by the Contractor; and an order for a minor change in the Work that does not affect the Contract Time or the Contract Sum may be issued by the Design Consultant alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the changed Work, unless otherwise provided in the Change Order, Field Work Directive or order for a minor change in the Work or in this Article 7. From time to time, Owner may authorize changes in the Work, issue additional instructions, require additional Work, or direct the omission of work previously ordered; provided, however, Contractor shall not, under any circumstances, proceed with any change that would (1) increase or decrease the Contract Sum; (2) extend the Contract Time; or (3) affect the Work without prior written authorization from Owner, in accordance with this Article 7.

7.2 CHANGE ORDERS.

7.2.1 A Change Order is a written modification of the Contract prepared by the Design Consultant and signed by the Owner, Contractor and Design Consultant, (and approved by the City Council, if required) which authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Sum or the Contract Times and is issued on or after the Effective Date of the Agreement.

7.2.2 The Owner may request that the Contractor provide a proposal for a Change Order in connection with a proposed change in the Work (a "Proposal Request"). Within ten (10) days

following receipt of a Proposal Request or if a potential change originates from the Contractor, Contractor shall submit a Change Order request (a "Change Order Request") to the Design Consultant and Owner together with the revised or new documents which, if approved, will become part of the Contract Documents setting forth any requested adjustment in the Contract Sum or the Contract Time, and including an itemization of all costs of material and labor with extensions listing quantities and total costs, and a substantiation of any Claim for an extension of the Contract Time.

7.2.3 Each Change Order Request shall be numbered consecutively and shall include materials' costs, labor costs, fees, and other reimbursable Cost of the Work and any applicable Contractor's Fee or profit. The Change Order Request shall specify all costs related to the proposed Change in the Work, including any disruption or impact on performance. The Contractor shall request extensions of Contract Time, if any, due to changes in the Work only at the time of submitting the Change Order Request. Contractor's failure to do shall represent a waiver of any right to request a time extension. Any subcontractor work involved in the Change Order Request shall be provided with itemized accounting. The Contractor shall maintain a Change Order Log in such form as directed by the Owner.

7.2.4 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3. The Contractor and Subcontractors shall be entitled to include overhead and profit in any Change Order only as provided by Division 1 of the Project Specifications.

7.2.5 Acceptance of a Change Order by the Contractor shall constitute a full accord and satisfaction for any and all claims and costs of any kind, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the Change Order. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the change order. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work. This Contract, as amended, forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order. This release applies to claims related to the cumulative impact of all Change Orders and to any claim related to the effect of a change on unchanged Work.

7.3 FIELD WORK DIRECTIVES.

7.3.1 A Field Work Directive is a written order prepared by the Design Consultant, and signed by the Owner and Design Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract time, or both. The Owner may by Field Work Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with any changes to the Contract Sum and/or the Contract Time to be adjusted according to the terms of this Section 7.3.

7.3.2 A Field Work Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Field Work Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

7.3.3.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

7.3.3.2 unit prices stated in the Contract Documents or subsequently agreed upon;

7.3.3.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

7.3.3.4 as provided in Section 7.3.6.

7.3.4 Upon receipt of a Field Work Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Consultant of the Contractor's agreement or disagreement with the method, if any, provided in the Field Work Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Field Work Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be initially determined by the Design Consultant on the basis of reasonable costs and savings attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Consultant may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

7.3.6.1 costs of labor, including social security, unemployment insurance, fringe benefits required by Law, agreement or custom, and workers' compensation insurance;

7.3.6.2 costs of materials, supplies and equipment, including cost of transportation, storage installation, maintenance, dismantling and removal, whether incorporated or consumed;

7.3.6.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, including costs of transportation, installation, minor repairs and replacements, dismantling and removal;

7.3.6.4 Expenses incurred in accordance with Contractor's standard personnel policy for travel approved by the Owner in advance;

7.3.6.5 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and additional costs of supervision and field office personnel directly attributable to the change; and payments made by the Contractor to Subcontractors.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost of the deleted or change Work, plus the Contractor's allocated percent for profit and overhead as confirmed by the Design Consultant, subject to equitable adjustment recommended by the Design Consultant and approved by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.

7.3.8 Pending final determination of the total cost of a Field Work Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Design Consultant will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Design Consultant concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES TO THE WORK. The Design Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

7.5 TIME REQUIRED TO PROCESS CHANGE ORDERS

7.5.1 All responses by the Contractor to proposal requests from the Owner or Design Consultant shall be accompanied by a complete, itemized breakdown of costs. Responses to proposal requests shall be submitted sufficiently in advance of the required work to allow the Owner and the Design Consultant a minimum of thirty (30) calendar days after receipt by the Design Consultant to review the itemized breakdown and to prepare or distribute additional documents as may be necessary. Each of the Contractor's responses to proposal requests shall include a statement that the cost and additional time described and requested in the response represents the complete, total and final cost and additional Contract Time associated with the extra work, change, addition to, omission, deviation, substitution, or other grounds for seeking extra compensation or additional time under the Contract Documents, without reservation or further recourse.

7.5.2 All Change Orders require approval by either the City Council or, where authorized by the state law and City ordinance, by the City Manager or designee pursuant to Administrative Action. The approval process requires a minimum of forty-five (45) calendar days after submission to the Owner in final form with all supporting data. Receipt of a submission by Owner does not constitute acceptance or approval of a proposal, nor does it constitute a warranty that the proposal will be authorized by City Council Resolution or Administrative Action. **THE TIME REQUIRED FOR THE APPROVAL PROCESS SHALL NOT BE CONSIDERED A DELAY AND NO EXTENSIONS TO THE CONTRACT TIME OR INCREASE IN THE CONTRACT SUM WILL BE CONSIDERED OR GRANTED AS A RESULT OF THIS PROCESS.** Pending the approval of a Change Order as described above, the Contractor will proceed with the work under a pending Change Order only if directed in writing to do so by the Owner.

ARTICLE 8. TIME

8.1 DEFINITIONS.

8.1.1 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. When the plural (“Contract Times”) is used, it refers to milestones designated in the Work Progress Schedule.

8.1.2 Commencement of Work. The date of commencement of the Work is the date established in the Contract.

8.1.3 Substantial Completion. The date of Substantial Completion is the date certified by the Design Consultant and Owner, in accordance with Section 9.8, when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so as to be operational and fit for the use intended by the Owner.

8.1.4 Day and Working Day. The term “day” as used in the Contract Documents shall mean calendar days unless otherwise specifically defined. The term “Working Day” shall mean every day other than Saturdays, Sundays, and federal holidays.

8.2 PROGRESS AND COMPLETION.

8.2.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE CONTRACT. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement with or the instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement is established by the Contract Documents or a Notice To Proceed given by the Owner.

8.2.3 The Contractor shall proceed with the Work expeditiously using adequate forces and shall

achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME.

8.3.1 Neither the Owner nor the Contractor, except as provided for in this Section 8.3.1, shall be liable to the other party for delay to the Contractor's Work by reason of unreasonably severe weather, fire, act of God, riot, strike, or any other cause beyond the Owner's control. Should any of these factors delay the Work's critical path, as evidenced by a time impact analysis developed by Contractor and verified by the Design Consultants, the Program Manager, and the ODR, Contractor shall receive an extension of the Contract Times equal to the delay if a written claim is made within five work days of the delaying event, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for such delays.

8.3.2 Should the Contractor be delayed by the act, neglect or default of the Owner or the Design Consultants, and should any of these factors delay the Project's critical path, as evidenced by a time impact analysis developed by Contractor and verified by the Design Consultants, the Program Manager and the ODR, Contractor shall receive an extension of the Contract Times equal to the delay if a written claim is made within twenty one (21) days after occurrence of the event giving rise to such Claim or within twenty one (21) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. In addition, Contractor, upon timely notice to the City and substantiation by the Design Consultants, the Program Manager and the ODR, shall be compensated for its Project facilities and field management expenses on a per diem basis (said per diem includes the costs incurred by the Contractor to administer its Work and does not include costs associated for any tier of Subcontractor or Supplier to administer their Work. Compensation for the Subcontractor's and Supplier's compensable delay affecting the Project critical path shall be separate and apart from the per diem cost due and payable to the Contractor) for the particular Project delayed and for the period of the critical path delay attributable to the Owner-caused event. In no event will Contractor be entitled to home office or other off-site expenses or damages.

8.3.3 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

8.3.4 This Contract does not permit the recovery of damages by the Contractor for delay, disruption or acceleration, other than those described above in Section 8.3.2 and as provided under Section 4.3.11(3). Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time or as contemplated in Section 8.3.2

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM. The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES. Before the first Application for Payment, the Contractor shall submit to the Design Consultant a schedule of values allocated to various portions of the Work, prepared in

such form and supported by such data to substantiate its accuracy as the Design Consultant may require. This schedule, unless objected to by the Design Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT.

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Design Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be in an Excel Spreadsheet format and notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or Design Consultant may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. Contractor shall submit pay applications to Owner electronically.

9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Field Work Directives, or by interim determination of the Design Consultant, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site shall be conditioned upon compliance by the Contractor with procedures reasonably satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest. The Contractor shall be solely responsible for payment of all costs of applicable insurance, storage and transportation to the site for materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

9.3.4 In each Application for Payment, Contractor shall certify that there are no known liens or bond claims outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filing of any liens or bond claims relating to the Work, and that releases from all Subcontractors and Contractor's materialmen have been obtained in such form as to constitute an effective release of lien or claim under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor; provided that if any of the foregoing is not true and cannot be certified, Contractor will revise the certificate as appropriate and identify all exceptions to the requested certifications.

9.4 PAY APPLICATION CERTIFICATION.

9.4.1 The Design Consultant will, within seven days after receipt of the Contractor's Application for Payment, either certify the Application for Payment, with a copy to the Contractor, for such amount as the Design Consultant determines is properly due, or notify the Contractor and Owner in writing of the Design Consultant's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

9.4.2 The certification of an Application for Payment will constitute a representation by the Design Consultant to the Owner, based on the Design Consultant's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to any specific qualifications expressed by the Design Consultant. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made any examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION.

9.5.1 The Design Consultant may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Design Consultant's opinion, the representations to the Owner required by Section 9.4.2 cannot be made. If the Design Consultant is unable to certify payment in the amount of the Application, the Design Consultant will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Design Consultant cannot agree on a revised amount, the Design Consultant will promptly issue a Certificate for Payment for the amount for which the Design Consultant is able to make such representations to the Owner. The Design Consultant may also withhold a Certificate for Payment or, because of

subsequently discovered evidence, may modify the whole or a part of a Certificate for Payment to such extent as may be necessary, in the Design Consultant's opinion, to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

9.5.1.1 defective Work not remedied;

9.5.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims for which Contractor is responsible hereunder unless security acceptable to the Owner is provided by the Contractor;

9.5.1.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.5.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum and Contractor has failed to provide Owner adequate assurance of its continued performance within a reasonable time after demand;

9.5.1.5 damage to the Owner or another contractor;

9.5.1.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

9.5.1.7 failure by the Contractor to carry out the Work in accordance with the Contract Documents. The Owner will pay the undisputed portions of such Application for Payment within the time frames established in the Section 9.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in subparagraph 9.5.1.

9.6 PROGRESS PAYMENTS.

9.6.1 After the Design Consultant has certified the Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Design Consultant.

9.6.2 During the latter part of each month as the Work progresses on all City Contracts regardless of Contract Sum, the City's Project Manager and Contractor shall determine the cost of the labor and materials incorporated into the Work during that month and actual invoiced cost of Contractor acquired materials stored on the Project site, and/or within off-site storage facilities either owned or leased by the Contractor. Upon receipt of a complete and mathematically accurate Construction Estimate Certification Form from the Contractor, The City shall make payments to Contractor within thirty (30) calendar days on Contracts totaling four hundred thousand (\$400,000.00) dollars or less, based upon such cost determination and at the Contract

unit prices in a sum equivalent to ninety percent (90%) of each such invoice. At the time the last monthly invoice is paid by Owner, a Letter of Conditional Approval may be furnished to the Contractor. The remaining ten percent (10%) retainage shall be held by the City until the final Contract Settlement. However, where the Contract amount is less than five million dollars (\$5,000,000) , installments shall be paid to Contractor at the rate of ninety-five percent (95%) of each monthly invoice within thirty (30) calendar days of Owner receipt of a complete and mathematically accurate Construction Estimate Certification Form from the Contractor, and the retainage held until final Contract Settlement shall be five percent (5%). The payments of such installments are payments toward satisfaction of the Contract Sum, and the Contractor invoices upon which such monthly payments are based, are given to Owner by Contractor only for the purposes of fixing the periodic sums to be paid in compliance with Paragraph 7.1. Owner's payment of installments shall not in any way be deemed to be a final acceptance of any part of the Work by Owner, and will not prejudice Owner in the final settlement of Contract account nor relieve the Contractor from completion of the Work as herein provided. CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL NOT WITHHOLD FROM A SUBCONTRACTOR A GREATER PERCENTAGE OF RETAINAGE THAN THE PERCENTAGE THAT MAY BE WITHHELD FROM THE CONTRACTOR BY THE OWNER UNDER THE CONTRACT, AND SHALL FLOW THIS CONTRACTUAL REQUIREMENT DOWN TO ITS SUBCONTRACTORS AND SUPPLIERS.

9.6.3 The Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnishing and equipping of the improvements and the performance of the work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract, unless the Contractor is able to demonstrate to Owner bona fide disputes associated with the unpaid subcontractor or supplier and its work. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor to the extent necessary to protect the Owner.

9.6.4 The Design Consultant will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Design Consultant and Owner on account of portions of the Work done by such Subcontractor.

9.6.5 Neither the Owner nor Design Consultant shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law, if any.

9.6.6 Payments to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4 regarding Subcontractors.

9.6.7 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work that was not performed or furnished in accordance with the Contract Documents.

9.6.8 The Contractor shall, as a condition precedent to any obligation of the Owner under this Contract, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

9.7 FAILURE OF PAYMENT.

9.7.1 If the Design Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor the amount certified by the Design Consultant within seven (7) days after the date established in the Contract Documents, then the Contractor may, upon seven additional days' written notice to the Owner and Design Consultant, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest if any, as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION.

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. In the event Substantial Completion is not achieved by the designated date, or as that date may be extended by Change Order(s), Owner may withhold payment of sums necessary to pay the estimated liquidated damages due Owner until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract between the Owner and the Contractor.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Design Consultant a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Design Consultant will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the Design Consultant's or Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon written notification by the Design Consultant. In such case, the Contractor shall then submit a request for another inspection by the Design Consultant or Owner to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is Substantially Complete, the Design Consultant or Owner will prepare a Certificate of Substantial Completion which shall (a) establish the date of Substantial Completion (which will be the date on which the Work met the requirements under the Contract Documents for Substantial Completion), (b) establish responsibilities of the Owner and Contractor, as agreed to by the Owner and Contractor, for security, maintenance, heat, utilities, damage to the Work and insurance, and (c) fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.6 Within 30 days after Substantial Completion of the Work, upon application by the Contractor and with consent of surety, Owner will pay Contractor the retainage less 150 percent of the reasonable amount to complete Work that is incomplete or is not in accordance with the requirements of the Contract Documents, which amount will be established by Owner with consultation with the Design Consultants.

9.9 PARTIAL OCCUPANCY OR USE.

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion Substantially Complete, the Contractor shall prepare and submit a list of items to be completed or corrected prior to final payment and submit such list to the Design Consultant as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The state of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Consultant.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Design Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9.4 Upon such partial occupancy or use, and upon Substantial Completion, the Owner will assume responsibility for maintenance, security and insuring that portion of the Work that it has

put into use.

9.10 FINAL COMPLETION AND FINAL PAYMENT.

9.10.1 When all of the Work is finally completed and ready for final inspection, the Contractor shall notify the Owner and the Design Consultant thereof in writing. Thereupon, the Design Consultant and Owner will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Design Consultant will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and that the Contractor is entitled to the remainder of the unpaid Contract Sum, less any amount withheld pursuant to this Contract. If the Design Consultant is unable to issue its final Certificate for Payment for reasons for which the Contractor is responsible and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), the reasonable cost of which may be deducted by the Owner from the Contractor's final payment.

9.10.2 The Contractor shall not be entitled to final payment unless and until it submits to the Design Consultant its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied or will be paid from final payment; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Design Consultant or the Owner that are either unconditional or conditional on receipt of final payment, Certificates of insurance showing continuation of required insurance coverages; such other documents as Owner may request; and consent of Surety to final payment.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by Issuance of Change Orders affecting final completion, and the Design Consultant so confirms, the Owner shall, upon application by the Contractor and certification by the Design Consultant, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Design Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The Owner shall make final payment of all sums due the Contractor not more than thirty (30) days after the Design Consultant's execution of a final Certificate for Payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.11 AUDIT. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than

three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

- 9.12 ADDITIONAL INSPECTIONS. In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Design Consultant is required to make more than one inspection for Substantial Completion, (2) the Design Consultant is required to make more than one inspection for final completion, or (3) the Work is not substantially complete within sixty days after the date established for Substantial Completion in the Contract Documents, the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Design Consultant for any additional inspections or services, provided that the Design Consultant undertook these services due to the fault or neglect of the Contractor.

ARTICLE 10. PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall develop a safety program applicable to each job site and to the Work to be done, review such program with Owner in advance of beginning the Work, and enforce such program at all times. Further, Contractor shall comply with all applicable laws and regulations including but not limited to, the standards and regulations promulgated by the Secretary of labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of contractor employees. Owner shall have the right, but not the obligation, to inspect and verify Contractor's compliance with Contractor's responsibility for protecting the safety and health of its employees and subcontractor.

10.1.2 Contractor shall notify Owner immediately, by telephone with prompt confirmation in writing, of all injuries and fatalities, including but not limited to copies of all reports and other documents filed or provided to Contractor's insurers and the State of Texas in connection with such injuries or fatalities.

10.1.3 Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing the Work. Contractor's employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work or while on the site of the Work. Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies, as a result of a for-cause test conducted immediately following removal that said employee was in compliance with this

Contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

10.1.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988). The presence of any firearms or other lethal weapons by any person is prohibited on the Project site, regardless of whether the owner thereof has a permit for a concealed weapon.

10.1.5 Both Owner and Contractor agree that these safety and health terms are of the highest importance, and that a breach or violation of any of the terms of this Section by Contractor will be a material and substantial breach of this Contract. In the event that Owner shall determine that Contractor has breached or violated the terms of this Section, then Owner shall determine, immediately upon written notice to Contractor, whether the Work shall be suspended as a result thereof. If the Work is suspended, the Work shall not recommence until Owner shall be satisfied that the safety provisions hereof shall not be breached or violated thereafter. If Owner shall terminate the Contract as a result of such breach or violation, the Owner and Contractor shall complete their obligations hereunder to one another in accordance with Section 14.2 "Termination by Owner."

10.1.6 Nothing contained in this Section shall be interpreted as creating or altering the legal duty of Owner to Contractor or to Contractor's agents, employees, Subcontractors, or third parties, or altering the status of Contractor as an independent contractor.

10.1.7 Notwithstanding the above provisions or whether Owner exercises its rights set forth herein, Owner does not warrant nor represent to Contractor, Contractor's employees or agents, any subcontractors, or any other third party that Contractor's safety policy meets the requirements of any applicable law, code, rule, or regulation, nor does Owner warrant that the proper enforcement of Contractor's policy will insure that no accidents or injuries will occur. In addition, any action by Owner under these provisions in no way diminishes any of Contractor's obligations under applicable law or the contract documents.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

10.2.1.1 employees on the Work and other persons who may be affected thereby;

10.2.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

10.2.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the execution of the Work, the Contractor shall exercise extraordinary care and shall carry on such activities under the direct supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents). **THE CONTRACTOR SHALL ALSO HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY, PROTECT AND DEFEND THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL DAMAGE OR LOSS TO PROPERTY** (other than the Work itself and including property of the Contractor and of the Owner) referred to in Clauses 10.2.1.2 and 10.2.1.3 but only to the extent caused in whole or in part by the acts or omissions of Contractor, its agents, servants, and employees, or its Subcontractors and their agents, servants, and employees, or anyone directly or indirectly employed by them, or by any other person or entity for which they may be responsible under the Contract Documents, in connection with the Work to be performed, services to be rendered, or materials to be furnished, under this Contract, including but not limited to violations of any statute, regulation, ordinance or provision of this Contract. Notwithstanding anything to the contrary included herein, in no event shall the Contractor be liable for claims arising out of accidents resulting from the sole negligence of Owner, all without waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Design Consultant.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 EMERGENCIES.

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall exercise its best efforts to act to prevent or minimize threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

10.4 PUBLIC CONVENIENCE AND SAFETY.

10.4.1 The Contractor shall place materials stored at the Project site and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by the Owner. Sidewalks or streets shall not be obstructed, except by special permission of the Owner. Materials excavated and construction materials or plants used in the performance of the Work shall be placed in a manner that does not endanger the Work or prevent free access to all fire hydrants, water mains and appurtenances, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, wastewater mains and appurtenances, and fire alarm or police call boxes in the vicinity.

10.4.2 The Owner reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to the Owner's attention, after twenty-four (24) hours' notice in writing to the Contractor. In case of an emergency, the Owner shall have the right to immediately remedy any neglect without notice. In either case, the cost of any work done by or for the Owner to remedy the Contractor's neglect shall be deducted from the Contract Sum. The Contractor shall notify the City Traffic Control Department, the ODR and the Design Consultant when any street is to be closed or obstructed. The notice shall, in the case of major thoroughfares or street upon which transit lines operate, be at least forty-eight (48) hours in advance. The Owner reserves the right to postpone or prohibit any closure or obstruction of any streets or thoroughfares to the extent necessary for the safety and benefit of the traveling public. The Contractor shall, when directed by the Design Consultant or the Owner, keep any street or streets in condition for unobstructed use by City departments. When the Contractor is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, the Contractor's responsibility for accidents shall include the roadway approaches as well as the crossing structures.

10.5 BARRICADES, LIGHTS AND WATCHMEN.

10.5.1 If the Work is carried on, in, or adjacent to any street, alley or public place, the Contractor shall, at the Contractor's own cost and expense, furnish, erect and maintain sufficient barricades, fences, lights and danger signals, shall provide sufficient watchmen, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that will be visible at night, and shall be illuminated by lights from sunset to sunrise. The term "lights," as used in this Section, shall mean flares, flashers, or other illuminated devices. A sufficient number of barricades with adequate markings and directional devices shall also be erected to keep vehicles from being driven on or into any Work under construction. The Contractor will be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect the work. Whenever evidence is found of such damage, the Design Consultant may order the damaged portion immediately removed and replaced by the Contractor at Contractor's cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights, and for providing watchmen as required under this Section 10.5 shall not cease until the Project has been finally accepted by the Owner.

10.6 PUBLIC UTILITIES AND OTHER PROPERTIES TO BE CHANGED.

10.6.1 In case it is necessary to change or move the property of the Owner or of any telecommunications or public utility, such property shall not be removed or interfered with until ordered to do so by the Design Consultant. The right is reserved to the owner of any public or private utilities to enter upon the Project site for the purpose of making such changes or repairs of their property that may become necessary during the performance of the Work. The Owner reserves the right of entry upon the Project site for any purpose, including repairing or relaying sewer and water lines and appurtenances, repairing structures, and for making other repairs, changes, or extensions to any of the Owner's property. The Owner's actions shall conform to the Contractor's current and approved schedule for the performance of the Work, provided that proper notification of schedule requirements has been given to the Owner by the Contractor.

10.7 TEMPORARY STORM SEWER AND DRAIN CONNECTIONS

10.7.1 When existing storm sewers or drains have to be taken up or removed, the Contractor shall, at its expense, provide and maintain temporary outlets and connections for all public and private storm sewers and drains. The Contractor shall also provide for all storm sewage and drainage which will be received from these storm drains and sewers. For this purpose, the Contractor shall provide and maintain, at the Contractor's own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor shall, at the Contractor's own expense, construct such troughs, pipes, or other structures that may be necessary and shall be prepared at all times to dispose of storm drainage and sewage received from these temporary connections until such time as the permanent connections are built and are in service. The existing storm sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Design Consultant. All storm water and sewage shall be disposed of in a satisfactory and lawful manner so that no nuisance is created and that the Work under construction will be adequately protected.

10.8 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE OWNER; ELECTRICITY FOR THE PROJECT.

10.8.1 When the Contractor desires to use the Owner's water in connection with the Work, the Contractor shall make complete and satisfactory arrangements with the Cibolo Water Service and shall be responsible for the cost of the water the Contractor uses. Where meters are used, the charge will be at the regular established rate; where no meters are used, the charge will be as prescribed by City ordinance, or where no ordinance applies, payment shall be based on estimates made by the representatives of the San Antonio Water Service.

10.8.2 The Contractor shall make complete and satisfactory arrangements for electricity and metered electrical connections with the Owner, or with any retail electric provider in the event that separately metered electrical connections are required for the Project. The Contractor shall pay for all electricity used in the performance of the Work through separate metered electrical connections obtained by the Contractor through a retail electric provider.

10.9 USE OF FIRE HYDRANTS.

10.9.1 The Contractor, Subcontractors, and any other person working on the Project shall not open, turn off, interfere with, attach any pipe or hose to, or connect anything with any

fire hydrant, stop valve, or stop cock, or tap any water main belonging to the Owner, unless duly authorized to do so by the City.

10.10 ENVIRONMENTAL COMPLIANCE.

10.10.1 The Contractor and its Subcontractors are deemed to have made themselves familiar with and shall at all times shall comply with any and all applicable federal, state or local laws, rules, regulations, ordinances, and rules of common law now in effect (including any amendments now in effect), relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C.A. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613; Resource, Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C.A. § 2601 et seq.; Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C.A. § 11001 et seq.; Clean Water Act, 33 U.S.C.A. § 1251 et seq.; Clean Air Act, 42 U.S.C.A. § 7401 et seq.; and any corresponding state laws or ordinances including, without limitation, the Texas Water Quality Control Act, the Federal Water Pollution Control Act ("Clean Water Act") and/or the National Pollutant Discharge Elimination System (NPDES) regulations, the Texas Water Code Chapter 26; Texas Solid Waste Disposal Act, Texas Health & Safety Code Chapter 361; Texas Clean Air Act, THSC Chapter 382; 2008 Lead Based Paint Renovation, Repair and Painting Program Rule, 40 CFR Part 7445, Subpart E; and regulations, rules, guidelines, or standards promulgated pursuant to such laws, statutes and regulations, as such statutes, regulations, rules, guidelines, and standards are amended from time to time. and any current judicial or administrative interpretation of these laws, rules, regulations, ordinances, or rules of common law, including but not limited to any judicial or administrative order, consent decree, or judgment affecting the Project.

10.10.2 In the event the Contractor encounters on the Project site materials reasonably believed to be a Hazardous Substance that have not been rendered harmless, and the removal of such materials is not a part of the scope of Work required under the Contract Documents, the Contractor shall immediately stop Work in the affected area and report in writing the facts of such encounter to the Design Consultant and the Owner. Work in the affected area shall not thereafter be resumed except by written order of the Owner and written consent of the Contractor, unless and until the material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. Unless removal of such materials is a part of the scope of Work required under the Contract Documents, the Owner shall remediate the Hazardous Substance with a separate contractor or through a Change Order with the Contractor. If the Hazardous Substance exists in the affected area due to the fault or negligence of the Contractor or any of its Subcontractors, the Contractor shall be responsible for remediating the condition at the sole expense of the Contractor. If applicable, such remediation shall be in accordance with the Contractor's Spill Remediation Plan. An extension of the Contract Time for any delay in the progress schedule caused as a result of the discovery and remediation of a Hazardous Substance may be granted by the Owner only if the Project critical path is affected. Any request for an extension of the Contract Time related to the discovery and remediation of a Hazardous Substance is subject to the provisions of Section 4.3 and Article 8.

10.10.3 The Contractor shall be responsible for identification, abatement, cleanup, control, removal, remediation, and disposal of any Hazardous Substance brought into or upon the site by the Contractor or any Subcontractor or Supplier. The Contractor shall obtain any and all permits necessary for the legal and proper handling, transportation, and disposal of the Hazardous Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation, and disposal, notify the Owner and the Design Consultant so that they may observe the activities; provided, however, that it shall be the Contractor's sole responsibility to comply with all applicable laws, rules, regulations, or ordinances governing the activities.

ARTICLE 11. INSURANCE AND BONDS.

11.1 CONTRACTOR'S LIABILITY INSURANCE.

11.1.1 Without limiting any of the other obligations or liabilities of the Contractor under the Contract Documents, the Contractor shall purchase and maintain, during the term of the Contract and at the Contractor's own expense, the minimum liability insurance coverage described below with companies duly authorized or approved to do business in the State of Texas and otherwise satisfactory to the Owner. Contractor shall also require each Subcontractor performing work under the Contract, at the Subcontractor's own expense, to maintain during the term of the Contract levels of insurance that are necessary and appropriate for the Work performed, which levels of insurance comply with all applicable laws. The Subcontractor's liability insurance shall name the Contractor and the Owner as additional insureds by using endorsement CG 20 26 or broader. Certificates of insurance complying with the requirements prescribed in Section 11.1.2 which show the existence of each policy, together with copies of all policy endorsements showing the Owner as an additional insured, shall be delivered to the Design Consultant, who will in turn forward same to the Owner, before any Work is started. Contractor shall promptly furnish, upon the request of and without expense to the Owner, a copy of each policy required, including all endorsements.

11.1.1.1 Workmen's Compensation and Employer's Liability. This insurance shall protect the laborer, and insure the CONTRACTOR, and insulate the additional insureds, against all claims under applicable Texas workmen's compensation laws. The additional insureds shall also be protected under an Employer's Liability policy against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This Employer's Liability policy shall include an "all states" endorsement.

Mandatory TWCC Rule 28 TAC Sect. 110.110 Adapted Language

(A) Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, or a coverage agreement, showing statutory workers' compensation insurance coverage for the person's or entity's (CONTRACTOR's) employees providing services on this public works Project, for the duration of this Project.

“Duration of the Project” - includes the time from the beginning of the Work on this Project until the CONTRACTOR's/person's Work on this Project has been completed and accepted by the OWNER.

“Persons providing services on the Project” (“subcontractor” in § 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on this Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on this Project.

“Services” - include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Project.

(B) The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the CONTRACTOR providing services on this Project, for the duration of this Project.

(C) The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the Contract.

(D) If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of this Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.

(E) The CONTRACTOR shall obtain from each person providing services on this Project, and provide to the OWNER:

(1) a certificate of coverage, prior to that person beginning Work on this Project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on this Project; and

(2) no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project.

(F) The CONTRACTOR shall retain all required certificates of coverage for the duration of this Project and for three (3) years thereafter.

(G) The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project.

(H) The CONTRACTOR shall post on this Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on this Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(I) The CONTRACTOR shall contractually require each person with whom it contracts to provide services on this Project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on this Project, for the duration of this Project;

(2) provide to the CONTRACTOR, prior to that person beginning Work on this Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on this Project, for the duration of this Project;

(3) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(4) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:

(a) a certificate of coverage, prior to the other person beginning Work on this Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(5) retain all required certificates of coverage on file for the duration of this Project and for three (3) years thereafter;

(6) notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project; and

(7) contractually require each person with whom it contracts, to perform as required by clauses (I)-(1-7) of this subparagraph, with the certificates of coverage to be provided to the person for whom they are providing services.

(J) By signing this Contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on this Project will be covered by workers' compensation coverage for the duration of this Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(K) The CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by the CONTRACTOR which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the OWNER.

The liability limits shall not be less than:

- Workmen's compensation Texas Statutory Limits
- Employer's Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.1.1.2 Commercial General Liability Insurance, Including Personal Injury Liability, Independent Contractor's Liability, Products and Completed Operations and Contractual Liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for injury to or death of the Owner's employees and third parties, and for damage to property of third parties, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. If coverage is written on a claims-made basis, coverage shall be continuous (by renewal or extended reporting period) for no less than 60 months following completion of the contract and acceptance of work by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Owner and the Design Consultant shall be named as additional insureds by using endorsement CG 20 26 or broader.

The general liability policy shall include coverage extended to apply to completed operations and XCU hazards. The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with Owner. The policy shall include an endorsement CG2503

amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the project in question.

11.1.1.3 Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.

11.1.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates required under Section 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled, non-renewed, or materially changed until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor to the Owner with reasonable promptness in accordance with the Contractor's information and belief.

11.1.3 If any insurance company for the Contractor, which company provides insurance required under the Contract Documents, becomes insolvent or becomes the subject of any rehabilitation, conservatorship, or liquidation or similar proceeding, the Contractor shall procure, immediately upon first notice of such occurrence and without cost to the Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

11.2 PROPERTY INSURANCE

11.2.1 In addition to the insurance described in Sections 11.1 and 11.4, the Contractor shall obtain at its expense, and maintain throughout the duration of the Project, All-Risk Builder's Risk Insurance, if the Project involves complete construction of a new building, or an All-Risk Installation Floater policy, if the Project involves materials and supplies needed for additions to, or renovations or remodeling of an existing building. Coverage on either policy shall be All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft, in an amount equal to one hundred percent (100%) of the insurable value of the Project for the Installation Floater policy, and one hundred percent (100%) of the replacement cost of the Project for the Builder's Risk policy. If an Installation Floater policy is provided, the Owner shall be shown as a Joint Named Insured with respect to the Project. If a Builder's Risk policy is provided, the policy shall be written on a Completed Value Form, including materials delivered and labor performed for the Project. This policy shall be in the name of the Contractor and naming the Owner and the Subcontractors, and Sub-Subcontractors as additional insureds as their interests may appear. The policy shall have endorsements as follows:

11.2.1.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

11.2.1.2 Loss, if any, shall be adjusted with and made payable to the Contractor or the Owner and Contractor as trustee for the insureds as their interests may appear.

11.2.1.3 The right of subrogation under the policy shall be waived as to the Design Consultant.

11.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

11.2.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor that it may now have or have in the future for loss or damage to Owner's property howsoever arising, including consequential losses due to fire or other hazards however caused.

11.2.4 The Contractor shall provide to the Design Consultant for delivery to the Owner a certificate of insurance evidencing all property insurance policies procured under this Section 11.2 and all endorsements thereto before any exposure to loss may occur.

11.2.5 If any insurance company which provides insurance for the Contractor that is required under the Contract Documents becomes insolvent or becomes the subject of any rehabilitation, conservatorship, or liquidation or similar proceeding, the Contractor shall immediately cease the performance of the Work and shall procure, immediately upon first notice of such occurrence and without cost to the Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

11.2.6 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall take no action without mutual written consent with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3 PERFORMANCE BOND AND PAYMENT BONDS

11.3.1 Subject to the provisions of Section 11.3.2, the Contractor shall, with the execution and delivery of the Building Construction Services Agreement, furnish and file with the Owner in the amounts required in this Section, the surety bonds described in Sections 11.3.1.1 and 11.3.1.2 below, which surety bonds shall be in accordance with the provisions of Chapter 2253, Texas Government Code, as amended. Each bond shall be signed by the Contractor, as Principal, and by an established corporate surety bonding company, as surety, meeting the requirements of Section 11.3.3 and approved by the Owner. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas and appearing on the most

recently issued (as of the date of bid opening) federally qualified U. S. Treasury Circular 570 List of Approved Sureties. The surety bonds shall be accompanied by an appropriate Power-of-Attorney clearly establishing the extent and limitations of the authority of each signer to so sign:

11.3.1.1 Performance Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any extensions thereof, for the protection of the Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final Completion or acceptance of the Work by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.

11.3.1.2 Payment Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract, and for the use and protection of each claimant.

11.3.2 If the Contract Sum, including Owner-accepted Alternates and allowances, if any, is greater than \$100,000, Performance and Payment Bonds in 100% of the Contract Sum are mandatory and shall be provided by the Contractor. If the Contract Sum is greater than \$25,000 but less than or equal to \$100,000, only a Payment Bond in 100% of the Contract amount is mandatory; provided, however, that the Contractor may elect to also furnish a Performance Bond in the same amount if the Contractor so chooses. If the Contract Sum is less than or equal to \$25,000, the Contractor may elect not to provide Performance and Payment Bonds; provided that in such event, no money will be paid to the Contractor until Final Completion of all Work by Owner. If the Contractor elects to provide Performance and Payment Bonds, the Contract Sum shall be payable to the Contractor through progress payments in accordance with these General Conditions.

11.3.3 No surety will be accepted by the Owner that is now in default or delinquent on any bonds or that is a party to any litigation against the Owner. All bonds shall be made and executed on the Owner's standard forms, shall be approved by the Owner, and shall be executed by not less than one corporate surety that is authorized and admitted to do business in the State of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties, and is otherwise acceptable to the Owner. Each bond shall be executed by the Contractor and the surety, and shall specify that legal venue for enforcement of each bond shall lie exclusively in Guadalupe County, Texas. Each surety shall designate an agent resident in Bexar County, Texas to which any requisite statutory notices may be delivered and on which service of process may be had in matters arising out of the suretyship.

11.3.4 The person or persons, partnership, company, firm, limited liability company, association, corporation, or other business entity to whom the Contract is awarded shall, within ten (10) days after such award, sign the required Contract with the Owner and provide the necessary surety bonds and evidence of insurance as required under the Contract Documents. No Contract shall

be binding on the Owner until it has been approved as to form by the City Attorney, executed for the Owner by the City Manager, the performance and payment bonds and evidence of insurance have been furnished as required by the Contract Documents, and the fully executed Contract has been delivered to the Contractor.

11.3.5 The failure of the Contractor to execute the Contract or deliver the required bonds and evidence of insurance within ten (10) days after the Contract is awarded or as soon thereafter as the Owner can assemble and deliver the Contract shall, at the Owner's option, constitute a material breach of the Contractor's bid proposal and the Owner may rescind the Contract award and collect or retain the proceeds of the bid security. By reason of the uncertainty of the market prices for materials and labor, and it being impracticable and difficult to determine accurately the amount of damages occurring to the Owner by reason of the Contractor's failure to execute and furnish the bonds and to sign the Contract within ten (10) days, the filing of a bid proposal shall constitute an acceptance of this Section 11.3.5. In the event the Owner should re-advertise for bids, the defaulting Contractor shall not be eligible to bid, and the lowest responsible bid obtained in the re-advertisement shall be the bid referred to in this Section.

11.4 'UMBRELLA' LIABILITY INSURANCE

11.4.1 The Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than \$5,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage, that follows form and applies in excess of the primary coverage required hereinabove. The Owner and Design Consultant shall be named as additional insureds using endorsement CG 20 26 or broader. No aggregate shall be permitted for this type of coverage. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

11.5 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

11.5.1 Each insurance policy to be furnished by the Contractor shall address the following required provisions within the certificate of insurance, which shall be reflected in the body of the insurance contract and/or by endorsement to the policy:

11.5.1.1 That the Owner and Design Consultant shall be named as additional insureds on all liability coverages, using endorsement G 20 26 or broader. Where the Owner employs a Construction Manager on the Project, the Contractor and Subcontractor shall include the Construction Manager on all liability insurance policies to the same extent as the Owner and Design Consultant are required to be named as additional insureds.

11.5.1.2 That each insurance policy shall require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to Owner. Contractor shall also notify Owner, within 10 days after receipt, of any notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer.

11.5.1.3 That the term "Owner" or "City of Cibola" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Owner and the

individual members, employees and agents thereof in their official capacities, while acting on behalf of Owner (the City of Cibolo).

11.5.1.4 That the policy phrase or clause "Other Insurance" shall not apply to Owner where Owner is an additional insured on the policy. The insurance coverage furnished by Contractor as required is considered to be primary insurance for purposes of the Project and the additional insureds named in the required policies.

11.5.1.5 That all provisions of the Contract Documents concerning liability, duty and standard of care, together with the indemnification provision, shall, to the maximum extent allowable in the insurance market, be underwritten by contractual liability coverage sufficient to include such obligations with the applicable liability policies.

11.5.2 Concerning the insurance to be furnished by the Contractor, it is a condition precedent to acceptability that:

11.5.2.1 All policies must comply with the applicable requirements and special provisions of this Article.

11.5.2.2 Any policy evidenced by a certificate of insurance shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements set forth herein, and the Owner's decision regarding whether any policy contains such provisions, contrary to this requirement, shall be final.

11.5.2.3 All policies required are to be written through companies duly authorized and approved to transact that class of insurance in the State of Texas and that are otherwise acceptable to the Owner.

11.5.3 The Contractor agrees to the following special provisions:

11.5.3.1 The Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies. This waiver of subrogation shall be included, by endorsement or otherwise, as a provision of all policies required under this Article 11.

11.5.3.2 Insurance companies issuing the insurance policies and the Contractor shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Contractor.

11.5.3.3 Approval, disapproval or failure to act by the Owner regarding any insurance supplied by the Contractor (or any Subcontractors) shall not relieve the Contractor of any responsibility or liability for damage or accidents as set forth in the Contract Documents.

The bankruptcy, insolvency or denial of liability of or by the Contractor's insurance company shall likewise not exonerate or relieve the Contractor from liability.

11.5.3.4 The Owner reserves the right to review the insurance requirements of this Article 11 during the effective period of this Contract and to adjust insurance coverages and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the Contractor and the Subcontractors. The Contractor agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either party to this Contract or upon the underwriter of any such policy provisions). Upon request by the Owner, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, at the Owner's cost and expense.

11.5.3.5 No special payments shall be made for any insurance policies that the Contractor and Subcontractors are required to carry. Except as provided in Section 11.5.3.4, all amounts payable regarding the insurance policies required under the Contract Documents are included in the Contract Sum.

11.5.4 Any Insurance policies required under this Article may be written in combination with any of the other policies, where legally permitted, but none of the specified limits may be lowered or otherwise negatively impacted by doing so, nor may any of the requirements or special provisions of this Article be limited or circumvented by doing so.

ARTICLE 12. UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered, concealed, or obstructed, contrary to the Owner's or Design Consultant's written request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner or Design Consultant, be uncovered for the Owner's or Design Consultant's inspection and be properly replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered, concealed, or obstructed, which the Design Consultant has not specifically requested in writing to inspect prior to its being covered, the Design Consultant may request to inspect such Work and the Contractor shall uncover it. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Owner or Design Consultant as failing to conform to the requirements of the Contract Documents, whether inspected before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, and all additional testing, inspections, and compensation for the Design Consultant's services and expenses made necessary thereby.

12.2.2 In addition to Contractor's warranty obligations, if any of the Work is found to be defective or nonconforming with the requirements of the Contract Documents, including, but not limited to the General Conditions, the Contractor shall correct it promptly after receipt of written notice from the Design Consultant or the Owner to do so unless the Owner has previously given the Contractor a written acceptance or waiver of the defect or nonconformity. The Contractor's obligation to correct defective or nonconforming Work remains in effect for:

12.2.2.1 one year after the date of Substantial Completion of the Work or designated portion of the Work;

12.2.2.2 one year after the date for commencement of warranties established by agreement in connection with partial occupancy under Section 9.9.1; or

12.2.2.3 the stipulated duration of any applicable special warranty required by the Contract Documents. 12.2.3 The one-year period described in Sections 12.2.2.1 and 12.2.2.2 shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of the Work.

12.2.4 The obligations of the Contractor under this Paragraph 12.2 shall survive final acceptance of the Work and termination of this Contract. The Owner shall give notice to the Contractor promptly after discovery of a defective or nonconforming condition in the Work. The one-year period stated in Sections 12.2.2.1 and 12.2.2.2 does not limit the ability of the Owner to require the Contractor to correct latent defects or nonconformities in the Work, which defects or nonconformities could not have been discovered through reasonable diligence by the Owner or the Design Consultant at the time the Work was performed or at the time of inspection for certification of Substantial Completion or final completion. The one year period also does not relieve the Contractor from liability for any defects or deficiencies in the Work that may be discovered after the expiration of the one year correction period.

12.2.5 The Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.6 If the Contractor fails to correct defective or nonconforming Work within a reasonable time after notice from the Owner or the Design Consultant, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of defective or nonconforming Work within a reasonable time fixed by written notice from the Owner or the Design Consultant, the Owner may remove or replace the defective or nonconforming Work and

store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay the costs of removal and storage within ten days after written notice by the Owner or the Design Consultant, the Owner may, upon ten (10) additional days written notice, sell the materials and equipment at auction or at private sale and shall account for the proceeds after deducting costs and damages that should have been borne by the Contractor, including compensation for the Design Consultant's services and expenses made necessary as a result of the sale. If the proceeds of sale do not cover the costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments due to the Contractor then or thereafter are not sufficient to cover the deficiency, the Contractor shall pay the difference to the Owner.

12.2.7 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether the construction is completed or partially completed, that is caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.8 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year time period as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. Nothing contained herein or in the Contract Documents shall waive or limit any of Owner's rights under Tex. Civ. Prac. & Rem. Code §16.009 or other Applicable Laws.

12.2.9 Any Work repaired or replaced pursuant to this Article 12 shall be subject to the provisions of Article 12 to the same extent as Work originally performed or installed.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 The Owner may, in the Owner's sole discretion, accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable as determined by the Owner and the Design Consultant. The adjustment will be accomplished whether or not final payment has been made.

ARTICLE 13. COMPLETION OF THE CONTRACT; TERMINATION; TEMPORARY SUSPENSION

13.1 FINAL COMPLETION OF CONTRACT. The Contract will be considered completed, except as provided in any warranty or maintenance stipulations, bond, or by law, when all the Work has been finally completed, the final inspection is made by the Design Consultant, and final acceptance and final payment is made by the Owner.

13.2 WARRANTY FULFILLMENT. Prior to the expiration of the specified warranty period provided for in the Contract Documents, the Design Consultant will make a detailed inspection of the Work and will advise the Contractor and the Contractor's Surety of the items that require correction. The Design Consultant will make a subsequent inspection and if the corrections have been properly performed, the Design Consultant will issue a letter of release on the maintenance obligations to the Contractor and the Surety. If for any reason the Contractor has not made the required corrections before the expiration of the warranty period, the warranty provisions as provided for in the Contract Documents shall remain in effect until the corrections have been properly performed and a letter of release issued.

13.3 TERMINATION BY THE OWNER FOR CAUSE.

13.3.1 Notwithstanding any other provision of these General Conditions, the Work or any portion of the Work may be terminated immediately by the Owner for any good cause after giving seven (7) days advance written notice and opportunity to cure to the Contractor, including but not limited to the following causes:

13.3.1.1 Failure or refusal of the Contractor to start the Work within ten (10) days after the date of written notice by the Owner to commence the Work.

13.3.1.2 A reasonable belief that the progress of the Work being made by the Contractor is insufficient to complete the Work within the specified time.

13.3.1.3 Failure or refusal of the Contractor to provide sufficient and proper equipment or construction forces to properly execute the Work in a timely manner.

13.3.1.4 A reasonable belief that the Contractor has abandoned the Work.

13.3.1.5 A reasonable belief that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry on the Work.

13.3.1.6 Failure or refusal on the part of the Contractor to observe any material requirements of the Contract Documents or to comply with any written orders given by the Design Consultant or the Owner as provided for in the Contract Documents.

13.3.1.7 Failure or refusal of the Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the Design Consultant.

13.3.1.8 A reasonable belief by the Owner that collusion exists or has occurred for the purpose of illegally procuring the contract or a Subcontractor, or that a fraud is being perpetrated on the Owner in connection with the construction of Work under the Contract.

13.3.1.9 Repeated and flagrant violation of safe working procedures.

13.3.2 When the Work or any portion of the Work is terminated for any of the causes itemized above or for any other cause except termination for convenience pursuant to Section 13.3.5, the Contractor shall, as of the date specified by the Owner, discontinue the Work or portion of the Work as the Owner shall designate, whereupon the Surety shall, within fifteen (15) days after the written notice of termination for cause has been served upon the Contractor and the Surety or its authorized agents, assume the obligations of the Contractor for the Work or that portion of the Work which the Owner has ordered the Contractor to discontinue and may:

13.3.2.1 perform the Work with forces employed by the surety;

13.3.2.2 with the written consent of the Owner, tender a replacement contractor to take over and perform the Work, in which event the surety shall be responsible for and pay the amount of any costs required to be incurred for the completion of the Work that are in excess of the amount of funds remaining under the Contract as of the time of the termination; or

13.3.2.3 with the written consent of the Owner, tender and pay to the Owner in settlement the amount of money necessary to finish the balance of uncompleted Work under the Contract, correct existing defective or nonconforming work, and compensate the Owner for any other loss sustained as a result of Contractor's default. In the event of termination for cause involving Articles 13.3.2.1 and 3.3.2.2, the Surety shall assume the Contractor's place in all respects, and the amount of funds remaining unpaid under the Contract shall be paid by the Owner for all Work performed by the surety or the replacement contractor in accordance with the terms of the Contract Documents, subject to any rights of the Owner to deduct any costs, damages, or liquidated or actual damages that the Owner may have incurred, including but not limited to additional fees and expenses of the Design Consultant and attorney's fees, as a result of such termination.

13.3.3 The balance of the Contract Sum remaining at the time of the Contractor's default and of the termination shall become due and payable to the surety as the Work progresses, subject to all of the terms, covenants, and conditions of the Contract Documents. If the surety does not, within the time specified in Section 13.3.2, exercise its obligation to assume the obligations of the Contract, or that portion of the Contract which the Owner has ordered the Contractor to discontinue, then the Owner shall have the power to complete the Work by contract or otherwise, as it may deem necessary. The Contractor agrees that the Owner shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of the Work, and to procure other tools, equipment, labor, and materials for the completion of the Work, and to charge to the account of the Contractor the expenses of completion and labor, materials, tools, equipment, and incidental expenses. The expenses incurred by the Owner to complete the Work shall be deducted by the Owner out of the balance of the Contract Sum remaining unpaid to or unearned by the Contractor. The Contractor and the surety shall be liable to the Owner for any costs incurred in excess of the balance of the Contract Sum for the completion and correction of the Work, and for any other costs, damages, expenses (including but not limited to additional fees of the Design Consultant and attorney's fees), and liquidated or actual damages, as the case may be, incurred as a result of the termination.

13.3.4 The Owner shall not be required to obtain the lowest bid for the Work of completing the Contract as described in Section 13.3.3, but the expenses to be deducted from the Contract Sum shall be the actual cost of such Work and the other damages as provided in Section 13.3.3. In case the Owner's costs and damages are less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, then the Owner may pay to the Contractor (or the Surety, in the event of a complete termination for cause) the difference, provided that the Contractor (or the Surety) shall not be entitled to any claim for damages or for loss of anticipated profits. In case such costs for completion and damages shall exceed the amount which would have been payable under the Contract if the same had been completed by the Contractor, then the Contractor and his Sureties shall pay the amount of the excess to the Owner on notice from the Owner for the excess amount owed. When only a particular part of the Work is being carried on by the Owner by contract or otherwise under the provisions of this Section, the Contractor shall continue the remainder of the Work in conformity with the terms of the Contract and in such manner as not to hinder or interfere with the performance of workmen employed and provided by the Owner.

13.3.5 The right to terminate this Contract for the convenience of the Owner (including but not limited to non-appropriation of funding) is expressly retained by the Owner. In the event of a termination for convenience, the Owner shall deliver at least ten (10) days advance written notice of the termination for convenience to the Contractor. Upon the Contractor's receipt of such written notice, the Contractor shall:

13.3.5.1 cease operations as directed by the Owner in the notice;

13.3.5.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

13.3.5.3 place no further orders or subcontracts for material, services, or facilities except as may be necessary or required for completion of such portion of the Work under the Contract that is not terminated;

13.3.5.4 assist the Owner as specifically requested, in writing, in the maintenance, protection, and disposition of property acquired by the Owner under the Contract;

13.3.5.5 transfer to the Owner title to Work completed for which payment is made to the Contractor; and

13.3.5.6 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

The Contractor shall then be paid by the Owner in accordance with the terms and provisions of the Contract Documents an amount not to exceed the actual labor costs incurred, the actual cost of all materials stored at the Project site or away from the Project site as approved by the Owner but not yet paid for and which cannot be returned, plus

applicable overhead and profit, and actual, reasonable, and documented termination costs, if any, paid by the Contractor in connection with the Work in place which is completed and in conformance with the Contract Documents to the date of termination for convenience, less all amounts previously paid for the Work. Owner shall be liable for and Contractor shall not be entitled to payment for Work not performed, nor to overhead or profit on Work not performed or any other damages not expressly provided in this Section. The amounts owing by the Owner to Contractor pursuant to this Section shall be specified in Contractor's Final Application for Payment approved by Owner, which Application is subject to all requirements set forth in Article 9, to the extent applicable. Contractor's entitlement to receive its final termination payment under this provision shall require a final lien waiver from Contractor and from Subcontractors whose subcontracts are not being continued, such documents to be the same form and delivered under the same conditions as Final Payment absent a termination under this provision. Owner shall be entitled to take possession of the work and use copies of all files relating to performance of the Work of Contractor in completing the Work, except for confidential or proprietary information regarding Contractor.

13.4 TEMPORARY SUSPENSION OF THE WORK

13.4.1 The Work or any portion of the Work may be temporarily suspended by the Owner, for a time period not to exceed ninety days, immediately upon written notice to the Contractor for any reason, including but not limited to:

13.4.1.1 the causes described in Sections 13.3.1.1 through 13.3.1.9 above;

13.4.1.2 under other provisions in the Contract Documents that require or permit temporary suspension of the Work;

13.4.1.3 situations where the Work is threatened by, contributes to, or causes an immediate threat to public health, safety, or security; or

13.4.1.4 other unforeseen conditions or circumstances.

13.4.2 The Contractor shall immediately resume the temporarily suspended Work when ordered in writing by the Owner to do so. The Owner shall not under any circumstances be liable for any claim of the Contractor arising from a temporary suspension due to a cause described in Article 13.4.1 above; provided, however, that in the case of a temporary suspension for any of the reasons described under Articles 13.4.1.2 through 13.4.1.4, where the Contractor is not a contributing cause of the suspension or where the provision of the Contract Documents in question does not specifically provide that the suspension is at no cost to the Owner, the Owner will make an equitable adjustment for the following items, provided that a claim is properly made by the Contractor under Section 4.3 of these General Conditions:

13.4.2.1 an equitable extension of the Contract Time, not to exceed the actual delay caused by the temporary suspension as determined by the Design Consultant and the Owner;

13.4.2.2 an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable costs of properly protecting any Work that is finished or partially finished during the period of the temporary suspension (no profit and overhead shall be allowed on top of these costs); and

13.4.2.3 if it becomes necessary to move equipment from the Project site and then return it to the Project site when the Work is ordered to be resumed, an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable cost of these moves; provided, however, that no adjustment shall be due if the equipment is moved to another Project site of the Owner.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW; COMPLIANCE WITH LAWS AND REGULATIONS

14.1.1 This Contract shall be governed by the laws and case decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

14.1.2 This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Cibolo and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. The Contractor shall, during the performance of the Work, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended including, without limitation all (i) applicable zoning ordinances, building codes, fire and life safety codes; (ii) green building policies and regulations and sustainable building codes; (iii) Environmental Laws and flood disaster laws and regulations; (iv) applicable storm water, street, utility and other related infrastructure requirements; (v) requirements related to the use, removal, storage, transportation, disposal and remediation of hazardous materials; (vi) applicable laws relating to civil/human rights, including but not limited to (a) requirements under Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) the Equal Pay Act of 1963, (c) the Rehabilitation Act of 1973, and (d) the Age Discrimination in Employment Act requirements; (vii) laws pertaining to health or safety, including without limitation the Occupational Safety and Health Act of 1970 (84 U.S. Statutes 1590), as amended, and any applicable state programs, rules and regulations approved or provided thereunder; (viii) accessibility laws and codes, including but not limited to the Texas Accessibility Standards of the Architectural Barriers Act (TAS), Chapter 469 of the Texas Government Code, Elimination of Architectural Barriers, the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), the 2010 ADA Standards for Accessible Design, and current ADAAG Standards; (ix) Prevailing Wage Requirements under Tex. Gov't Code § 2258.001, et seq. as well as the Federal Labor Standards Act and any federal statute incorporated into Tex. Gov't Code § 2258.001, et seq; and (x) any other applicable local, state, and federal laws respecting the Project.

14.2 SUCCESSORS AND ASSIGNS

14.2.1 The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the promises, covenants, terms, conditions, and obligations contained in the Contract Documents. The Contractor shall not assign, transfer, or convey its interest or rights in the Contract, in part or as a whole, without the written consent of the Owner. If the Contractor attempts to make an assignment, transfer, or conveyance without the Owner's written consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract Documents. The Owner shall not assign any portion of the Contract Sum due or to become due under this Contract without the written consent of the Contractor, except where assignment is compelled by court order or other operation of law.

14.3 WRITTEN NOTICE.

14.3.1 Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by facsimile transmission or by mail, postage prepaid, or by overnight delivery to an officer, management level employee, or other designated representative of either party. Mailed notices shall be addressed to the parties at an address designated by each party, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed received as of three (3) days after mailing.

14.4 RIGHTS AND REMEDIES; NO WAIVER OF RIGHTS BY OWNER

14.4.1 The duties and obligations imposed on the Contractor by the Contract Documents and the rights and remedies available to the Owner under the Contract Documents shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or made available by law.

14.4.2 No action or failure to act by the Owner shall constitute a waiver of a right afforded the Owner under the Contract Documents, nor shall any action or failure to act by the Owner constitute approval of or acquiescence in a breach of the Contract by Contractor, except as may be specifically agreed in writing by Change Order or Supplemental Agreement.

14.5 INTEREST

14.5.1 The Owner shall not be liable for interest on any progress or final payment to be made under the Contract Documents, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended, subject to Section 9.6.1 of these General Conditions.

14.6 INDEPENDENT MATERIALS TESTING AND INSPECTION.

14.6.1 In some circumstances, the City will retain, independent of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the Project by the City. Such consultants will be selected in accordance with Section 2254.004 of the Government Code. The professional services, duties, and responsibilities of those independent consultants will be described in the agreements between the City and those consultants. The provision of inspection services by City shall not reduce or lessen Contractor's responsibility for the Work or its duty to establish and implement a program

to monitor the quality of construction to guard the City against defects and deficiencies in the Work, required above. Contractor is fully and solely responsible for constructing the Project in strict accordance with the Construction Documents.

14.7 OFFICERS OR EMPLOYEES OF THE OWNER NOT TO HAVE FINANCIAL INTEREST IN ANY CONTRACT OF THE OWNER

14.7.1 Contractor acknowledges that it is informed that the Charter of the City of Cibolo and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City or any City agency, such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (1) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity. Pursuant to the subsection above, the Contractor warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. The Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code. Any violation of this article shall constitute malfeasance in office, and any officer or employee of Owner guilty thereof shall forfeit his office or position. Any violation of this section, with the knowledge, express or implied, of the person, persons, partnership, company, firm, association or corporation contracting with the Owner shall render the Contract involved voidable by the Owner's City Manager or City Council.

14.8 VENUE

14.8.1 This Contract is performed in Guadalupe County, Texas, and if legal action is necessary to enforce this Contract, exclusive venue shall lie in Guadalupe County, Texas.

14.9 INDEPENDENT CONTRACTOR

14.9.1 In performing the Work under this Contract, the relationship between the Owner and the Contractor is that of an independent contractor. The Contractor shall exercise independent judgment in performing the Work and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining the means and methods of performing the Work, subject only to the requirements of the Contract Documents. No term or provision of this Contract shall be construed as making the Contractor an agent, servant, or employee of the Owner, or making the Contractor or any of the Contractor’s employees, agents, or servants eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Owner provides to its employees.

14.10 NONDISCRIMINATION

14.10.1 As a condition of this Contract, the Contractor covenants that he will take all necessary actions to ensure that, in connection with any Work under this Contract, the Contractor and its

Subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements.

The Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, the Contractor shall keep, retain and safeguard all records relating to his Contract or Work performed thereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

14.11 GIFTS TO PUBLIC SERVANTS

14.11.1 The Owner may terminate this Contract immediately if the Contractor has offered, conferred, or agreed to confer any benefit on a City of Cibolo employee or official that the City of Cibolo employee or official is prohibited by law from accepting.

14.11.2 For purposes of this Article, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

14.11.3 Notwithstanding any other legal remedies, the Owner may require the Contractor to remove any employee of the Contractor from the Project who has violated the restrictions of this Article or any similar State or Federal law, and may obtain reimbursement for any expenditures made to the Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City of Cibolo employee or official.

ARTICLE 15. RIGHT TO AUDIT CONTRACTOR'S RECORDS

15.1 By execution of the Building Construction Services Agreement, the Contractor grants the Owner the right to audit, at the Owner's election, all of the Contractor's records and billings relating to the performance of the Work under the Contract Documents. The Contractor agrees to retain its Project records for a minimum of four (4) years following completion of the Work. The Owner agrees that it will exercise the right to audit only at reasonable hours. Any payment, settlement, satisfaction, or release provided under this Contract shall be subject to the Owner's rights as may be disclosed by any audit.

END

SUPPLEMENTARY CONDITIONS

A. SCOPE

These Supplementary Conditions amend or supplement the General Conditions. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor four (4) copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-3.03 Add a new paragraph immediately after paragraph 3.03.B.1.b which is to read as follows:

SC-3.03.B.1.c In the case of discrepancies between the Contract Documents, the following order of precedence shall apply in resolving discrepancies:

- (1) Construction Agreement
- (2) Addenda (with those of later date having precedence over those of earlier date)
- (3) Special Conditions
- (4) Supplementary Conditions
- (5) Drawings (including Drawing Notes)
- (6) Technical Specifications
- (7) Referenced Standard Technical Specifications
- (8) General Requirements
- (9) Bid or Proposal Documents, including the Contractor's Bid or Proposal Form (to the extent such Bid or Proposal submitted by the Contractor is not consistent with other portions of the Contract Documents)
- (10) General Conditions

SC-4.01 Delete Paragraph 4.01.A in its entirety and insert the following new paragraph in its place:

- A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

SC-4.05 Delete Paragraph 4.05.C.2 in its entirety and insert the following new paragraph in its place:

- C.2. Abnormal / Unusual Inclement Weather - When establishing the Contract Time, the Owner and the Contractor have taken into consideration the normal number of days of inclement weather for each month during which the Project shall be constructed. A list of the normal inclement weather days for each such month is included in the Contract Documents, "Weather Data Sheet." In case of claims for extension of time because of unusual inclement weather, that is, a number of inclement weather days greater than normal as set out in the Weather Data Sheet, such extension of time will

be granted only to the extent that such unusual inclement weather prevented the execution of Work on normal working days and affected the critical path of the work. "Normal working days" will be Mondays through Fridays, exclusive of legal holidays. "Unusual inclement weather, as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the records at the location of the Work. If unusually inclement weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating such conditions, the fact that the same could not have been reasonably anticipated, and the fact that such conditions had an adverse effect on the scheduled construction.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- A. The following drawings of physical conditions relating to existing surface or subsurface facilities at or adjacent to the Site are known to Owner:
 - 1. Drawings *prepared by the City of Cibolo and entitled "Cibolo Valley Drive Rehabilitation Project"*.
 - a. None of the contents of such drawings is As Built Data on whose accuracy Contractor may rely.
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at Cibolo City Hall located at 200 S Mian Street, Cibolo, Texas 78108 during regular business hours, or may request electronic copies from Engineer.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.A.4:

- 5... No rock clauses accepted. If rock is encountered in the excavation no additional payment will be allowed.

SC-6.02 Replace 6.02.A with the following sentence:

- A. The Contractor shall obtain and maintain insurance as required in this Article, in the Supplementary Conditions, and as outlined in the attached Insurance Requirements Schedule.

SC-6.02 Remove paragraph 6.02.D.

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-7.14.B CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with all Laws and regulations. CONTRACTOR shall provide a centralized location for the maintenance of the

material safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of any employer on the Site.

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re- testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

++END OF SECTION++

EXHIBIT B
CONTRACTOR'S BID PROPOSAL

EXHIBIT C
DAVIS BACON WAGE RATES

EXHIBIT D
CONTRACTOR'S CERTIFICATE OF INSURANCE

EXHIBIT E
FORMS

Performance Bond
Payment Bond
One Year Maintenance Bond

Conditional Waiver and Release Upon Progress Payment
Monthly Subcontractor Payment Reporting Form
Conditional Waiver and Release Upon Final Payment
Affidavit of Bills Paid
Contractor's Certification of Final Completion
Non-Use of Asbestos and Lead Base Paints Affidavit

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____ (Contractor) of the City of _____, County of _____, and State of Texas, as Principal, and _____ authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Cibolo (Owner), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, for construction of: _____ (the "Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, within the time provided therein and any extensions thereof that may be granted by the Owner, and during the life of any guarantees or warranties contained in or required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20____.

Principal
BY: _____
TITLE: _____
ADDRESS: _____

Surety
BY: _____
TITLE: _____
PHYSICAL ADDRESS: _____

MAILING ADDRESS FOR NOTICE OF CLAIMS:

TELEPHONE: _____
LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:

The name and address of the Resident Agent of Surety is:

STATUTORY PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____ (Contractor) of the City of _____, County of _____, and State of Texas, as Principal, and _____ authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Cibolo (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, for construction of: _____ (the "Contract"), which Contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a Sub-Contractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20____.

Principal

BY: _____

TITLE: _____

ADDRESS: _____

Surety

BY: _____

TITLE: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS FOR NOTICE OF CLAIM: _____

TELEPHONE: _____

LOCAL RECORDING AGENT

PERSONAL IDENTIFICATION NUMBER: _____

The name and address of the Resident Agent of Surety is:

ONE-YEAR MAINTENANCE BOND

THAT WE, _____, as Principal, hereinafter called Contractor, and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Cibola ("CITY") in the sum of \$ _____, for the payment of which sum to be made to the CITY and its successors, Contractor and Surety do bind themselves, their successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the CITY for _____ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the CITY, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 13.7.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect. Notices required or permitted hereunder shall be in writing and shall be deemed delivered when given in accordance with the definition of Written Notice in the General Conditions of the Contract.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and Surety has attached its current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST/SURETY WITNESS: _____

Full Name of Surety

(SEAL)

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Legal Project Name: _____

CITY Contract No.: _____

Contractor's Company Name ("Contractor"): _____

Address: _____

On receipt by Contractor of a check from the City of Cibolo ("CITY") in the sum of \$_____ payable to Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to waive and release any and all rights, claims and causes of action which Contractor may have against CITY, including but not limited to any and all claims for costs, expenses and damages incurred by Contractor, arising out of or related to all labor, materials, equipment and/or services furnished for incorporation in or use or work on the Project, through the period ending _____ [end date of current pay period] (the "Pay Period"), except to the extent of any contractual retainage withheld from Contractor, and except for the following pending claims, if any:

<u>Description of Claim</u>	<u>Amount (\$)</u>
_____	_____

Contractor warrants that Contractor has already paid or will use the funds received from this progress payment to promptly pay in full all amounts due the Contractor's laborers, Subcontractors, materialmen, vendors and suppliers for all work, materials, equipment, and/or services provided for or to the above referenced Project through the Pay Period.

Date _____
_____ (Contractor representative printed name)

By: _____ (Signature)
_____ (Title)

This instrument was executed and acknowledged before me on this ___ day of _____, 20____, by _____, known to me as the person whose name is subscribed above, as _____ [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas
My Commission Expires: _____

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: _____

CITY Contract No.: _____

Contractor's Company Name: _____

Address: _____

CERTIFICATION

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ [title] of _____ [Contractor], and, upon oath, after first being duly sworn, deposed and stated:

My name is _____ and I am the _____ [title] of _____ [Contractor], hereinafter referred to in this affidavit as "Contractor". The facts set forth herein are within my personal knowledge and are true and correct, and I am competent and authorized to make this affidavit on behalf of Contractor.

Contractor has paid each and all of its Subcontractors, laborers, suppliers, vendors and materialmen, if any, in full, for all work, labor, materials, equipment and/or services provided to Contractor for incorporation in or use or work on the Project, through the period ending _____ [end date of last paid pay period] (the "Pay Period"), except to the extent of any contractual retainage withheld by Contractor, or other amounts withheld by Contractor for defective work or otherwise in accordance with its contract with any Subcontractor, laborer, supplier, vendor or materialman and identified in the Payment Notifications described below.

Contractor acknowledges that CITY is relying on Contractor's statements and representations herein in making payment for Work performed on the Project. Contractor agrees to indemnify CITY from any and all loss, cost or expense, including but not limited to attorneys' fees incurred, resulting from any false or incorrect information contained in this affidavit."

EXCEPTION: Contractor sent Payment Notifications to the following Subcontractors, laborers, suppliers, vendors or materialmen explaining why Contractor withheld payment, copies of which are attached:

Name: _____

Name: _____

Street Address: _____

Street Address: _____

City, State, and Zip Code: _____

City, State, and Zip Code: _____

Amount of Payment Withheld: _____

Amount of Payment Withheld: _____

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Legal Project Name: _____

CITY Contract No.: _____

Contractor's Company Name ("Contractor"): _____

Address: _____

On receipt by Contractor of a check from the City of Cibolo ("CITY") in the sum of \$_____ payable to Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to waive and release any and all rights, claims and causes of action which Contractor may have against CITY, including but not limited to any and all claims for costs, expenses and damages incurred by Contractor, arising out of or related to all labor, materials, equipment and/or services furnished for incorporation in or use or work on the Project, except for the following pending claims, if any:

<u>Description of Claim</u>	<u>Amount (\$)</u>
_____	_____

Contractor warrants that Contractor has already paid or will use the funds received from this payment to promptly pay in full all amounts due the Contractor's laborers, Subcontractors, materialmen, vendors and suppliers for all work, materials, equipment, and/or services provided for or to the above referenced Project.

Date _____

_____ (Contractor representative printed name)

By: _____ (Signature)

_____ (Title)

This instrument was executed and acknowledged before me on this ____ day of _____, 20____, by _____, known to me as the person whose name is subscribed above, as _____ [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas

My Commission Expires: _____

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, party to that certain Contract entered into on the ___ day of _____, 20___, between **City of Cibolo** (Owner) and _____ for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Project Name: _____

CITY Contract No.: _____

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds City of Cibolo, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

Contractor Signature

Printed Name

Title

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 20___.

_____ Notary Public in and for _____ County, Texas.

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF:

Legal Project Name: _____

CITY Contract No.: _____

Contract Dated: _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ who, being by me duly sworn, on his oath says that he or she represents _____, the Contractor who has performed a contract with the City of Cibolo ("CITY") for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the CITY; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the CITY; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

SWORN AND SUBSCRIBED before me on

Affiant's Signature

Date

Notary Public in and for the State of TEXAS

Print or type name

My Commission Expires: _____
Expiration Date

CITY USE ONLY

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

CITY Inspector or Owner Representative

Print or type name

Date

CITY Project/Construction Manager or Owner Representative

Print or type name

Date

Approved:

Division/Department Approval

Print or type name

Date

Non-Use of Asbestos and Lead Base Paints Affidavit

BEFORE ME, the undersigned authority, personally appeared the Affiant who, being by me first duly sworn, upon oath deposed and stated:

My name is _____, hereinafter known as Affiant. I am the _____ of _____, hereinafter known as CONTRACTOR.

I am fully competent to make this affidavit. I have personal knowledge of the facts set forth below and they are all true and correct.

WHEREAS CONTRACTOR was awarded a Contract for, and was the Prime CONTRACTOR for the construction of

Legal Project Name: _____

Project Address: _____

herein after known as Project, for the City of Cibolo, herein known as OWNER and

WHEREAS asbestos and lead paint in a dust form is a recognized health hazard, and

WHEREAS the CONTRACTOR desires not to have any asbestos or lead paint containing materials used or incorporated into the construction of the Project;

THEREFORE the CONTRACTOR affirms and understands the following:

1. The CONTRACTOR, any person, firm or organization representing or represented by the CONTRACTOR, or employed by the CONTRACTOR has not caused or allowed any material to be incorporated into the construction of the project, or allowed any building material on the project site that is an asbestos containing material and/or lead base paints or any other material defined as containing asbestos and lead paint by any laws, rules or regulation promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.
2. Realizing that there were some materials in which a satisfactory non-asbestos containing material or lead base paints could not be obtained, the Consultant received prior approval from the OWNER before specifying any such asbestos containing material or lead based paints. Those approved materials were the only asbestos containing materials and lead based paints incorporated into the construction of the Project and are listed below, with their locations:

3. The CONTRACTOR certifies and affirms their understanding that if any asbestos containing materials and lead paint products not approved by the City of Cibolo for inclusion into the Project, are determined, as a result of any inspection and sample analysis performed by an individual(s) and/or firm(s) certified and/or licensed to perform such inspection by the United States Government and/or the State of Texas, to have been incorporated into the construction of the Project, or brought onto the site of the Project, the OWNER shall look to the CONTRACTOR for reimbursement of any and all costs incurred in the removal and/or other abatement of said asbestos containing materials and lead based paints.
4. CONTRACTOR further understands that OWNER shall also look to the CONTRACTOR for any and all damages to OWNER which result from the inability of the OWNER to use any portion or all of the Project due to the incorporation of asbestos containing materials that have not been approved by OWNER.
5. CONTRACTOR further understands that OWNER will pursue reimbursement of any said cost and compensation for any said damages from the CONTRACTOR by any and every means within OWNER's right and power.

Signature of Affiant: _____

Printed Name : _____

Title: _____

This instrument was executed and acknowledged before me on this ___ day of _____, 20___, by _____, known to me as the person whose name is subscribed above, as _____ [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas

Printed Name of Notary

My Commission Expires: _____

**EXHIBIT F
TECHNICAL SPECIFICATIONS
AND
DRAWING**

(These may be provided in separate attachments.)



City Council Regular Meeting Staff Report

F. Discussion/Action to allow the City Manager to approve a contract with JM Pipeline LLC for the Green Valley Rd Water Main Extension. (Mr. Gomez)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12F.
From	
Julio Gomez, CIP Manager	

PRIOR CITY COUNCIL ACTION:

None

BACKGROUND:

On August 26, 2024 the City of Cibolo advertised a contract for the extension of a 12" water main along Green Valley Rd. On September 26, 2024 the bid open was held and there were six (6) bids submitted with the lowest responsible bidder being JM Pipeline, LLC with a base bid of \$780,908.

STAFF RECOMMENDATION:

Staffs recommendation is to allow the City Manager to approve the contract with JM Pipeline, LLC for the extension of a 12" water main along Green Valley Rd.

FINANCIAL IMPACT:

The project is eligible for \$600,000 from water impacts fees and \$180,908 will come from the Utility Revenue Bonds, series 2012.

MOTION(S):

I authorize the City Manager to approve a contract with JM Pipeline, LLC for the extension of a 12" water main along Green Valley Rd in the amount of SEVEN HUNDRED EIGHTY THOUSAND, NINE HUNDRED EIGHT DOLLARS (\$780,908).

Attachments

[Green Valley Rd Water Main Bid Table.pdf](#)

[Green Valley Road Water Main Letter of Recommendation.pdf](#)

[Contract-Green Valley Rd Water Main 24-160-31.pdf](#)

ITEM	DESCRIPTION	UNIT	QUANTITY	C.C. Carlton Industries, LTD		E-Z Bel Construction, LLC		JM Pipeline, LLC.		Pronto Sandblasting & Coating & Oil-Field Service Company, Inc		Qro Mex Construction Company, Inc		R.L. Jones LP	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
				\$1,031,164.00		\$888,374.03		\$780,908.00		\$881,618.00		\$928,937.00		\$909,960.00	
SAWS 100	Mobilization	LS	1	\$ 45,950.00	\$ 45,950.00	\$ 70,000.00	\$ 70,000.00	\$ 25,000.00	\$ 25,000.00	\$ 76,600.00	\$ 76,600.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
COSA 540	Temporary Erosion, Sedimentation and Water Pollution Prevention (SWPP)	LS	1	\$ 20,550.00	\$ 20,550.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 30,000.00	\$ 30,000.00	\$ 1,000.00	\$ 1,000.00
SAWS 101	Preparing ROW	LS	1	\$ 43,900.00	\$ 43,900.00	\$ 9,500.00	\$ 9,500.00	\$ 20,000.00	\$ 20,000.00	\$ 38,300.00	\$ 38,300.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
SAWS 818	12" C-909 PVC Water Pipe	LF	4397	\$ 150.00	\$ 659,550.00	\$ 124.00	\$ 545,228.00	\$ 100.00	\$ 439,700.00	\$ 115.00	\$ 505,655.00	\$ 108.00	\$ 474,876.00	\$ 133.00	\$ 584,801.00
SAWS 818	6" C-909 PVC Water Pipe	LF	36	\$ 116.00	\$ 4,176.00	\$ 98.00	\$ 3,528.00	\$ 60.00	\$ 2,160.00	\$ 60.00	\$ 2,160.00	\$ 64.00	\$ 2,304.00	\$ 80.00	\$ 2,880.00
SAWS 856	24" Steel Casing Pipe	LF	70	\$ 340.00	\$ 23,800.00	\$ 696.00	\$ 48,720.00	\$ 700.00	\$ 49,000.00	\$ 750.00	\$ 52,500.00	\$ 680.00	\$ 47,600.00	\$ 400.00	\$ 28,000.00
SAWS 856	Trench Excavation Safety Protection	LF	4433	\$ 1.00	\$ 4,433.00	\$ 1.00	\$ 4,433.00	\$ 1.00	\$ 4,433.00	\$ 1.00	\$ 4,433.00	\$ 6.00	\$ 26,598.00	\$ 3.00	\$ 13,299.00
SAWS 828	12" Gate Valve	EA	10	\$ 4,700.00	\$ 47,000.00	\$ 6,200.00	\$ 62,000.00	\$ 5,000.00	\$ 50,000.00	\$ 4,000.00	\$ 40,000.00	\$ 6,358.00	\$ 63,580.00	\$ 4,500.00	\$ 45,000.00
SAWS 846	2" Combination Air Release Valve	EA	3	\$ 10,250.00	\$ 30,750.00	\$ 9,302.00	\$ 27,906.00	\$ 13,000.00	\$ 39,000.00	\$ 8,000.00	\$ 24,000.00	\$ 9,200.00	\$ 27,600.00	\$ 10,000.00	\$ 30,000.00
SAWS 834	Fire Hydrant Assembly	EA	9	\$ 6,600.00	\$ 59,400.00	\$ 9,500.00	\$ 85,500.00	\$ 8,000.00	\$ 72,000.00	\$ 7,000.00	\$ 63,000.00	\$ 7,543.00	\$ 67,887.00	\$ 8,000.00	\$ 72,000.00
SAWS 836	Ductile Iron Fittings	TON	3.27	\$ 6,500.00	\$ 21,255.00	\$ 0.01	\$ 0.03	\$ 8,000.00	\$ 26,160.00	\$ 12,000.00	\$ 39,240.00	\$ 12,000.00	\$ 39,240.00	\$ 500.00	\$ 1,635.00
SAWS 840	Tie-into Existing Water Line	EA	2	\$ 7,350.00	\$ 14,700.00	\$ 5,500.00	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00	\$ 2,400.00	\$ 4,800.00	\$ 8,000.00	\$ 16,000.00	\$ 7,500.00	\$ 15,000.00
COSA 502	Concrete Sidewalk Replacement	SY	4	\$ 350.00	\$ 1,400.00	\$ 110.00	\$ 440.00	\$ 425.00	\$ 1,700.00	\$ 120.00	\$ 480.00	\$ 340.00	\$ 1,360.00	\$ 90.00	\$ 360.00
COSA 511	Concrete Driveway Pavement Replacement	SY	35	\$ 515.00	\$ 18,025.00	\$ 140.00	\$ 4,900.00	\$ 50.00	\$ 1,750.00	\$ 140.00	\$ 4,900.00	\$ 340.00	\$ 11,900.00	\$ 150.00	\$ 5,250.00
COSA 511	Asphalt Driveway Pavement Replacement	SY	18	\$ 1,150.00	\$ 20,700.00	\$ 86.00	\$ 1,548.00	\$ 225.00	\$ 4,050.00	\$ 150.00	\$ 2,700.00	\$ 88.00	\$ 1,584.00	\$ 170.00	\$ 3,060.00
COSA 503	Gravel Driveway Replacement	SY	12	\$ 75.00	\$ 900.00	\$ 58.00	\$ 696.00	\$ 90.00	\$ 1,080.00	\$ 50.00	\$ 600.00	\$ 54.00	\$ 648.00	\$ 50.00	\$ 600.00
COSA 500	Curb Repair	LF	10	\$ 85.00	\$ 850.00	\$ 60.00	\$ 600.00	\$ 150.00	\$ 1,500.00	\$ 80.00	\$ 800.00	\$ 56.00	\$ 560.00	\$ 20.00	\$ 200.00
COSA 531	Remove and Replace Sign	EA	1	\$ 1,450.00	\$ 1,450.00	\$ 250.00	\$ 250.00	\$ 6,000.00	\$ 6,000.00	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00
COSA 516	Sod Replacement	SY	1375	\$ 9.00	\$ 12,375.00	\$ 7.00	\$ 9,625.00	\$ 9.00	\$ 12,375.00	\$ 6.00	\$ 8,250.00	\$ 12.00	\$ 16,500.00	\$ 1.00	\$ 1,375.00

RECOMMENDATION OF AWARD

October 4, 2023

City of Cibolo
200 S Main Street
Cibolo, Texas 78108
Attn: Julio Gomez

Re: Green Valley Road Water Main Project

Dear Mr. Gomez,

The Green Valley Road Water Main project was publicly advertised and bids were received. There were six (6) bids submitted and the apparent low bidder was JM Pipeline, LLC with a written base bid of \$780,908.00.

Our offices reviewed the attached bid tabulation. We are recommending the contract be awarded to JM Pipeline LLC, for a final contract value of \$780,908.00.

Please feel free to contact our office with any further questions.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES, INC.



Mark Miller, PE
Public Infrastructure Lead – San Antonio

Attachments:
Bid Tabulation

#	Locked	Items	Unit	Quantity	Total Cost		C.C. Carlton Industries, LTD		E-Z Bel Construction, LLC		JM Pipeline, LLC.		Pronto Sandblasting & Coating & Oil-Field Service Company, Inc		Qro Mex Construction Company, Inc		R.L. Jones LP			
					Selected #	Selected (\$)	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
0		No Basket (19)																		
#0-1	FALSE	Mobilization (Spec No. SAWS 100)	LS	1	\$ 45,950.00	\$ 45,950.00	\$ 70,000.00	\$ 70,000.00	\$ 25,000.00	\$ 25,000.00	\$ 76,600.00	\$ 76,600.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	
#0-2	FALSE	Temporary Erosion, Sedimentation and Water Pollution Prevention (SWPP) (Spec No. COSA 540)	LS	1	\$ 20,550.00	\$ 20,550.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 30,000.00	\$ 30,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
#0-3	FALSE	Preparing ROW (Spec No. SAWS 101)	LS	1	\$ 43,900.00	\$ 43,900.00	\$ 9,500.00	\$ 9,500.00	\$ 20,000.00	\$ 20,000.00	\$ 38,300.00	\$ 38,300.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
#0-4	FALSE	12" C-909 PVC Water Pipe (Spec No. SAWS 818)	LF	4397	\$ 150.00	\$ 659,550.00	\$ 124.00	\$ 545,228.00	\$ 100.00	\$ 439,700.00	\$ 115.00	\$ 505,655.00	\$ 108.00	\$ 474,876.00	\$ 133.00	\$ 584,801.00	\$ 133.00	\$ 584,801.00	\$ 584,801.00	\$ 584,801.00
#0-5	FALSE	6" C-909 PVC Water Pipe (Spec No. SAWS 818)	LF	36	\$ 116.00	\$ 4,176.00	\$ 98.00	\$ 3,528.00	\$ 60.00	\$ 2,160.00	\$ 60.00	\$ 2,160.00	\$ 64.00	\$ 2,304.00	\$ 80.00	\$ 2,880.00	\$ 80.00	\$ 2,880.00	\$ 2,880.00	\$ 2,880.00
#0-6	FALSE	24" Steel Casing Pipe (Spec No. SAWS 856)	LF	70	\$ 340.00	\$ 23,800.00	\$ 696.00	\$ 48,720.00	\$ 700.00	\$ 49,000.00	\$ 750.00	\$ 52,500.00	\$ 680.00	\$ 47,600.00	\$ 400.00	\$ 28,000.00	\$ 400.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
#0-7	FALSE	Trench Excavation Safety Protection (Spec No. SAWS 856)	LF	4433	\$ 1.00	\$ 4,433.00	\$ 1.00	\$ 4,433.00	\$ 1.00	\$ 4,433.00	\$ 1.00	\$ 4,433.00	\$ 6.00	\$ 26,598.00	\$ 3.00	\$ 13,299.00	\$ 3.00	\$ 13,299.00	\$ 13,299.00	\$ 13,299.00
#0-8	FALSE	12" Gate Valve (Spec No. SAWS 828)	EA	10	\$ 4,700.00	\$ 47,000.00	\$ 6,200.00	\$ 62,000.00	\$ 5,000.00	\$ 50,000.00	\$ 4,000.00	\$ 40,000.00	\$ 6,358.00	\$ 63,580.00	\$ 4,500.00	\$ 45,000.00	\$ 4,500.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
#0-9	FALSE	2" Combination Air Release Valve (Spec No. SAWS 846)	EA	3	\$ 10,250.00	\$ 30,750.00	\$ 9,302.00	\$ 27,906.00	\$ 13,000.00	\$ 39,000.00	\$ 8,000.00	\$ 24,000.00	\$ 9,200.00	\$ 27,600.00	\$ 10,000.00	\$ 30,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
#0-10	FALSE	Fire Hydrant Assembly (Spec No. SAWS 834)	EA	9	\$ 6,600.00	\$ 59,400.00	\$ 9,500.00	\$ 85,500.00	\$ 8,000.00	\$ 72,000.00	\$ 7,000.00	\$ 63,000.00	\$ 7,543.00	\$ 67,887.00	\$ 8,000.00	\$ 72,000.00	\$ 8,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00
#0-11	FALSE	Ductile Iron Fittings (Spec No. SAWS 836)	TON	3.27	\$ 6,500.00	\$ 21,255.00	\$ 0.01	\$ 0.03	\$ 8,000.00	\$ 26,160.00	\$ 12,000.00	\$ 39,240.00	\$ 12,000.00	\$ 39,240.00	\$ 5,000.00	\$ 1,635.00	\$ 5,000.00	\$ 1,635.00	\$ 1,635.00	\$ 1,635.00
#0-12	FALSE	Tie-into Existing Water Line (Spec No. SAWS 840)	EA	2	\$ 7,350.00	\$ 14,700.00	\$ 5,500.00	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00	\$ 2,400.00	\$ 4,800.00	\$ 8,000.00	\$ 16,000.00	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
#0-13	FALSE	Concrete Sidewalk Replacement (Spec No. COSA 502)	SY	4	\$ 350.00	\$ 1,400.00	\$ 110.00	\$ 440.00	\$ 425.00	\$ 1,700.00	\$ 120.00	\$ 480.00	\$ 340.00	\$ 1,360.00	\$ 90.00	\$ 360.00	\$ 90.00	\$ 360.00	\$ 360.00	\$ 360.00
#0-14	FALSE	Concrete Driveway Pavement Replacement (Spec No. COSA 511)	SY	35	\$ 515.00	\$ 18,025.00	\$ 140.00	\$ 4,900.00	\$ 50.00	\$ 1,750.00	\$ 140.00	\$ 4,900.00	\$ 340.00	\$ 11,900.00	\$ 150.00	\$ 5,250.00	\$ 150.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00
#0-15	FALSE	Asphalt Driveway Pavement Replacement (Spec No. COSA 511)	SY	18	\$ 1,150.00	\$ 20,700.00	\$ 86.00	\$ 1,548.00	\$ 225.00	\$ 4,050.00	\$ 150.00	\$ 2,700.00	\$ 88.00	\$ 1,584.00	\$ 170.00	\$ 3,060.00	\$ 170.00	\$ 3,060.00	\$ 3,060.00	\$ 3,060.00
#0-16	FALSE	Gravel Driveway Replacement (Spec No. COSA 503)	SY	12	\$ 75.00	\$ 900.00	\$ 58.00	\$ 696.00	\$ 90.00	\$ 1,080.00	\$ 50.00	\$ 600.00	\$ 54.00	\$ 648.00	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 600.00	\$ 600.00
#0-17	FALSE	Curb Repair (Spec No. COSA 500)	LF	10	\$ 85.00	\$ 850.00	\$ 60.00	\$ 600.00	\$ 150.00	\$ 1,500.00	\$ 80.00	\$ 800.00	\$ 56.00	\$ 560.00	\$ 20.00	\$ 200.00	\$ 20.00	\$ 200.00	\$ 200.00	\$ 200.00
#0-18	FALSE	Remove and Replace Sign (Spec No. COAS 531)	EA	1	\$ 1,450.00	\$ 1,450.00	\$ 250.00	\$ 250.00	\$ 6,000.00	\$ 6,000.00	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
#0-19	FALSE	Sod Replacement (Spec No. COSA 516)	SY	1375	\$ 9.00	\$ 12,375.00	\$ 7.00	\$ 9,625.00	\$ 9.00	\$ 12,375.00	\$ 6.00	\$ 8,250.00	\$ 12.00	\$ 16,500.00	\$ 1.00	\$ 1,375.00	\$ 1.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00
					\$ 1,031,164.00		\$ 888,374.03		\$ 780,908.00		\$ 881,618.00		\$ 928,937.00		\$ 909,960.00		\$ 909,960.00		\$ 909,960.00	



City of Cibolo
200 South Main Street
Cibolo, Texas 78108

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
CONSTRUCTION SERVICES**

**GREEN VALLEY RD WATER MAIN
CONTRACT # 24-160-31**

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of October 15, 2024 by and between **the City of Cibolo** (hereinafter called "**OWNER**") and JM Pipeline LLC. (hereinafter called "**CONTRACTOR**").

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of ITB- GREEN VALLEY RD WATER MAIN 24-160-31

Article 2. PRINCIPAL ARCHITECT/ENGINEER AND OWNER'S REPRESENTATIVE.

The Project has been designed by Westwood Engineering, who is hereinafter called "PRINCIPAL ARCHITECT/ENGINEER" and who assumes all duties and responsibilities and has the rights and authority assigned to PRINCIPAL ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER'S Representative shall be Julio Gomez.

Article 3. CONTRACT TIMES.

The Work will be Substantially Completed within [180] **calendar days** after the date when the Contract Time Requirements commence to run as provided in Article 8 of the General Conditions, and CONTRACTOR shall achieve Final Completion within [30] **calendar days** of the date required for Substantial Completion.

OWNER and CONTRACTOR 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 the above paragraph, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving 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) and, as a reasonable estimate of such damages, CONTRACTOR shall pay OWNER [Two hundred] Dollars (\$200.00) for each and every day of delay in CONTRACTOR achieving Substantial Completion of the Work and readiness for final payment beyond the times specified in the above paragraph. OWNER shall have the option of deducting the amount of any liquidated damages from any monies that may be owed to CONTRACTOR or to recover such amount from the CONTRACTOR or its sureties, at CONTRACTOR'S expense.

Article 4. CONTRACT AMOUNT.

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 to be due and owing pursuant to the Proposal and any subsequent Change Orders and Change Directives thereto.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the General Conditions. Applications for Payment will be processed by OWNER'S Representative or PRINCIPAL ARCHITECT/ENGINEER as determined by the OWNER and as provided in the General Conditions and Supplemental Conditions, if any.

OWNER shall make progress payments on account of the Contract Amount on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER'S Representative or PRINCIPAL ARCHITECT/ENGINEER and in conformance with the procedures described in the General Conditions. All such payments will be measured by the schedule of values established in Article 9 of the General Conditions (and on the number of units of each Unit Price item completed, if unit price contract). Upon final completion and acceptance of the Work in accordance with Article 9 of the General Conditions, OWNER shall pay the remainder of the Contract Amount as recommended by OWNER'S Representative as provided in said Article 9.

The OWNER shall not be obligated to pay any interest on the retainage withheld pursuant to Article 9 of the General Conditions.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Proposal Documents.

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, performance, or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Legal Requirements that may affect cost, progress, performance, and furnishing of the Work including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas including all access requirements, hoisting requirements and conditions, and site logistics; (2) generally prevailing climatic conditions; (3) anticipated labor supply and costs; (4) availability, logistics, and cost of materials, tools and equipment; (5) any applicable policies, procedures, rules and restrictions of Owner relating to construction on the real property; (6) Applicable Laws; (7) executive orders by local, State of Texas, or federal government authorities relating to COVID-19; and (8) other similar issues.

CONTRACTOR 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. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not warranted or represented in any manner by Owner to accurately show the conditions at the Site, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and PRINCIPAL ARCHITECT/ENGINEER do not assume and expressly disclaim any responsibility for the accuracy or completeness of the information and data shown or indicated in the Contract Documents with respect to subsurface conditions or Underground Facilities at or contiguous to the Site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR

has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary research, examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Amount, within the Contract Time Requirements and in accordance with the other terms and conditions of the Contract Documents.

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.

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

CONTRACTOR has given PRINCIPAL ARCHITECT/ENGINEER through the OWNER or OWNER'S Representative written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PRINCIPAL ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

1. With respect to providing Services hereunder, CONTRACTOR shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.
2. Pursuant to Texas Local Government Code Chapter 176, CONTRACTOR shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to CITY OF CIBOLO. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONTRACTOR certifies that there are no Conflicts of Interest, CONTRACTOR shall indicate so by writing name of CONTRACTOR'S firm and "No Conflicts" on the TEC Form CIQ.
3. If CONTRACTOR is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONTRACTOR shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to CITY at the time CONTRACTOR submits this signed Agreement to CITY. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONTRACTOR agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONTRACTOR has submitted said form to CITY, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

4. As required by Chapter 2271, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
5. Pursuant to Chapter 2252, Texas Government Code, CONTRACTOR represents and certifies that, at the time of execution of this Agreement, neither CONTRACTOR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
6. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.
7. As required by Chapter 2274, Texas Government Code, CONTRACTOR hereby verifies that CONTRACTOR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.
8. Pursuant to Chapter 2274, Texas Government Code, in the event that the Work includes direct or remote access to or control of critical infrastructure, CONTRACTOR represents and certifies that CONTRACTOR, including a wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of same, is not owned by or the majority of stock or other ownership interest of CONTRACTOR is not held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or any country designated as a threat to critical infrastructure by the governor under Section 2274.0103 of the Texas Government Code ("Designated Country"), (ii) a company or entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by a Designated Country; or (iii) headquartered in a Designated Country. The term "critical infrastructure" in this paragraph has the meaning assigned to such term in Section 2274.0101 of the Texas Government Code, as amended.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents are comprised of the following:

1. This Agreement.
2. Exhibits to this Agreement:
 - Exhibit A: General and Supplementary Conditions of the Contract

- Exhibit B: Contractor's Bid Proposal
Exhibit C: Davis Bacon Wage Rates
Exhibit D: Contractor's Certificate of Insurance
Exhibit E: Forms
- Payment Bond
 - Performance Bond
 - One Year Maintenance Bond
 - One Year Surface Correction Bond
 - Conditional Waiver and Release Upon Progress Payment
 - Monthly Subcontractor Payment Reporting Form
 - Conditional Waiver and Release Upon Final Payment
 - Affidavit of Bills Paid
 - Contractor's Certification of Final Completion
 - Non-Use of Asbestos and Lead Base Paints Affidavit
- Exhibit F: Technical Specifications and Drawings (as issued for Proposal)
(these may be provided in separate attachments)

3. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All written Change Orders or Field Work Directives pursuant to Article 7 of the General Conditions.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in Article 7 of the General Conditions.

Article 8. INDEMNITY PROVISIONS.

THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, INCORPORATED INTO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTAL CONDITIONS, IF ANY, AND ALL OTHER CONTRACT DOCUMENTS AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL CONTRACT DOCUMENTS; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL CONTRACT DOCUMENTS AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND THE CONTRACT DOCUMENTS RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

Article 9. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 9:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process or the execution of the Contract to the detriment of OWNER, (b) to establish Proposal or Contract prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of OWNER, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

No assignment by a party hereto of any rights 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.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, members, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, members, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part thereof of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions or parts thereof 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 or part thereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, OWNER and CONTRACTOR agree that this Agreement may be executed using electronic signatures at the option and in the discretion of OWNER, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas

Business and Commerce Code, as amended, and any applicable policies and procedures of OWNER regarding electronic signatures shall apply.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on October 15, 2024, (which is the effective date of the Agreement).

OWNER: City of Cibolo

By: _____

Attest: _____

Address for giving notices:

CONTRACTOR:

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

License No. _____

Agent for service of process: _____

END OF SECTION

EXHIBIT A
GENERAL CONDITIONS
&
SUPPLEMENTARY CONDITIONS

**GENERAL CONDITIONS FOR
CITY OF CIBOLO BUILDING CONSTRUCTION CONTRACTS**

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**GENERAL CONDITIONS FOR
CITY OF CIBOLO BUILDING CONSTRUCTION CONTRACTS**

ARTICLE I. GENERAL PROVISIONS

1.1 CONTRACT DEFINITIONS. Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1 The Contract Documents.

1.1.1.1 The integrated contract documents that make up the formal Building Construction Services Agreement between the Owner and the Contractor consist of the enabling City of Cibolo Ordinance, the solicitation documents, which include these General Conditions and other supplementary conditions included by special provisions or addenda, Drawings, Specifications, addenda issued prior to the close of the solicitation period, other documents listed in the Contract and Modifications or Amendments issued after execution of an Integration Agreement or formal Agreement (if such is deemed to be necessary by the City). An Amendment/Modification is a written supplemental agreement to the Contract signed by authorized representatives of both parties; a Change Order, including Change Orders signed only by the Owner as described in Section 7.1; or a written order for a minor change in the Work issued by the Design Consultant as described in Section 7.3.

1.1.1.2 The Contract Documents also include solicitation documents such as the Owner's Instructions to Bidders, sample forms, the Contractor's Bid Proposal and portions of addenda relating to any of these documents, and any other documents, exhibits or attachments specifically enumerated in the Contract Documents, but specifically exclude geotechnical and subsurface reports that the Owner may have provided to the Contractor.

1.1.2 The Contract. The Contract Documents, as defined in Section 1.1, are expressly incorporated into and made a part of the formal Building Construction Services Agreement between the Owner and the Contractor by reference in this Section and Section 1.1 (which documents are sometimes also referred to collectively in these General Conditions as the "Contract"). The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, either written or oral. The terms and conditions of the Contract Documents may be changed only by a Modification or an Amendment. The Contract Documents shall not be construed to create a contractual relationship of any kind:

1.1.2.1 between the Design Consultant and Contractor;

1.1.2.2 between the Owner and a Subcontractor or Sub-subcontractor; or

1.1.2.3 between any persons or entities other than the Owner and Contractor.

The Design Consultant shall, however, be entitled to performance and enforcement of

obligations under the Contract Documents intended to facilitate performance of the Design Consultant's duties.

1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by the Contractor, or any Subcontractors, Sub-subcontractors, material suppliers, or any other entity for whom the Contractor is responsible, to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 The Project. The Project is the total construction more particularly described in the Building Construction Services Agreement, of which the Work performed under the Contract Documents may be the whole or a part of the Project and which may include construction by the Owner or by separate contractors. All references in these General Conditions to or concerning the Work or the site of the Work will use the term "Project," notwithstanding that the Work may only be a part of the Project.

1.1.5 The Drawings. The Drawings (also known as the "Plans") are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.6 The REVIT Model (if any). The REVIT Model is the Building Information Model prepared by the design consultant with data bases of materials, products and systems that can be used by the contractor to prepare schedules for cost estimating, product and materials placement schedules and evaluations of crash incidences. The REVIT Model is available to be used as a tool, however all information taken from the model is the responsibility of the contractor and not the owner or the design consultant.

1.1.7 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, performance of related services, and other technical requirements.

1.1.8 The Project Manual. The Project Manual is the volume or volumes which contain the bidding requirements, sample forms, General Conditions for Building Construction, special provisions, and Specifications. The Project Manual may be modified by written addendums issued by the Owner during bidding, in which case the written addendums become a part of the Project Manual upon their issuance, unless otherwise indicated by the Owner in writing.

1.1.9 Alternate. An Alternate is a variation in the Work on which the Owner requires a price separate from the Base Bid. If an Alternate is accepted by the Owner, the variation will become a part of the Contract through award of the Contract and the Base Bid will be adjusted to include the amount quoted. If an Alternate is accepted by the Owner, and later deleted, the Owner will be entitled to a credit in the full value of the Alternate as priced in the Contractor's Bid Proposal.

1.1.10 Base Bid. The Base Bid is the price quoted for the Work before Alternates are considered.

1.1.11 Hazardous Substance. The term Hazardous Substance is defined to include the following:

1.1.11.1 any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite or actinolite, whether friable or non-friable;

1.1.11.2 any polychlorinated biphenyls ("PCBs"), or PCB-containing materials, or fluids;

1.1.11.3 radon;

1.1.11.4 any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste;

1.1.11.5 any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;

1.1.11.6 any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;

1.1.11.7 any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and

1.1.11.8 any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

1.1.12 City Council. The duly elected members of the City Council of the City of Cibolo, Texas.

1.1.13 Construction Observer/Inspector. ("COI") The authorized representative of the Director of Public Works and Capital Projects, or its designee department, assigned by the Owner to observe and inspect any or all parts of the Project and the materials to be used therein. Also referred to as Resident Inspector.

1.1.14 Department. The Department of Public Works and Capital Projects, City of Cibolo, Texas or other department designee of the Department of Public Works and Capital Projects.

1.1.15 Federally Assisted Contract. Any contract financed in whole or in part with federal funds.

1.1.16 Field Work Directives. A written order issued by the Design Consultant or the Owner Designated Representative (ODR) which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.

1.1.17 Major Bid Item. Any individual bid item submitted by Contractor that constitutes, at a minimum, five percent (5%) of the total Contract Sum proposed by the Contractor or, the dollar amount defined in the Special Conditions as constituting a "Major Bid Item", whichever is less; or in some instances specific bid Items which are identified and defined in other sections of the Contract Documents as constituting "Major Bid Items"

1.1.18 Notice to Proceed. (or "Work Project Authorization") A written notice given by Owner to Contractor establishing the date on which the Contract Time will commence to run, and on which Contractor may begin performance of its contractual obligations.

1.1.19 Site. Lands or areas (as indicated in the Contract Documents) furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

1.1.20 Other Definitions. As used in the Contract Documents, the following additional terms have the following meanings:

1.1.20.1 "provide" means to furnish, install, fabricate, deliver and erect, including all services, materials, appurtenances and other expenses to complete in place, ready for operation or use;

1.1.20.2 "shall" means the action of the party to which reference is being made is mandatory;

1.1.20.3 "as required" means as prescribed in the Contract Documents; and

1.1.20.4 "as necessary" means all action essential or needed to complete the work in accordance with the Contract Documents and applicable laws, ordinances, construction codes, and regulations.

1.1.20.5 "Design Consultant" means the architect or engineer retained by the City as more specifically defined in Sections 4.1.1 through 4.1.3 hereof.

1.1.20.6 "Program Management Team" is comprised of the Owner, its representatives, the Design Consultant and the Program Manager (if any) for this Work.

1.2 PRELIMINARY MATTERS.

1.2.1 Delivery of Bonds. When Contractor delivers the executed Contracts to City, Contractor shall also deliver to City such bonds as Contractor may be required to furnish, including but not limited to a payment bond in the form and amount specified in the Contract Documents and a performance bond in the form amount specified in the Contract Documents.

1.2.2 Delivery of Evidence of Insurance. Prior to the commencement of any Work under this Contract, Contractor shall furnish an original completed Certificate of Insurance and a copy of

all insurance policies, together with all required endorsements thereto, required by the Contract Documents to the Department, or its delegate department, clearly labeled with the name of the Project, which shall furnish and contain all information required by Contract Documents. The Contractor shall be prohibited from commencing the Work and the City shall have no duty to pay or perform under this Contract until such evidence of insurance shall have been delivered to the City. No officer or employee, other than the City's Attorney, shall have authority to waive this requirement.

1.2.3 Notice to Proceed and Commencement of Contract Times. Unless otherwise stated in the Notice to Proceed, the Contract Times will commence to run on the earlier of the date work actually commenced, or seven calendar days after issuance of City's Notice to Proceed. No Work shall be done at the Site prior to issuance of the Notice to Proceed.

1.2.4 Submission of Preliminary Schedules. Contractor shall provide schedules in accordance with the Contract Documents. Within ten (10) calendar days after receipt of City's Notice to Proceed (unless otherwise specified elsewhere in the Contract Documents) Contractor shall submit to the Director of Public Works and Capital Projects or his or her designee the following:

1.2.4.1 A Preliminary Work Progress Schedule, which shall show the order in which the Contractor proposes to carry out the Work in accordance with the final approved phasing plan, if any, and the anticipated start and completion dates of each phase of the Work. The schedule shall be in the form of a time scaled work progress chart, to indicate the percentage of Work scheduled for completion at various critical milestones;

1.2.4.2 A Preliminary Schedule of Shop Drawing and Sample Submittals, which shall list each required submittal and the times for submitting, reviewing and processing such submittal; and

1.2.4.3 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. Overhead and Profit shall be included as a separate line item.

1.2.5 Preconstruction Conference. Within seven (7) days of issuance of the Notice to Proceed, but before any Work at the Site is started, a conference attended by Contractor, Design Consultant, the Owner's Designated Representative and others as appropriate will be held to establish a working understanding among the parties as to the Work and discuss the Preliminary Work Progress Schedule referenced in this Article, procedures for handling Shop Drawings and other submittal, processing Applications for Payment and maintaining required records.

1.3 CONTRACT DOCUMENTS.

1.3.1 Execution of Contract Documents. The Contract Documents shall be signed by Owner and Contractor. If either the Owner or Contractor or both do not sign all of the Contract Documents, the Design Consultant shall identify such unsigned documents to both the Owner and the Contractor upon request. Execution of the Contract by the Contractor is a representation that the Contractor has been provided unrestricted access to the existing improvements and conditions on

the Project Site, that it has thoroughly investigated the visible conditions at the Site and the general local conditions affecting the Work, and that Contractor's investigation was instrumental in preparing its bid or proposal for the Work. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum arising from conditions that Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

1.3.2 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

1.3.2.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Design Consultant, its consultants, or other consultants retained by the City for the Project that describe the Work to be executed by the Contractor (the "Construction Documents") are Instruments Of Service and shall become the property of the City whether the Project(s) for which they are made is executed or not. The Contractor shall be permitted to retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Design Consultant or the Design Consultant's consultants, and unless otherwise indicated the Design Consultant and the Design Consultant's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the Design Consultant, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Design Consultant and the Design Consultant's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Design Consultant and the Design Consultant's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Consultant and the Design Consultant's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Design Consultant and the Design Consultant's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design Consultant's or Design Consultant's consultants' copyrights or other reserved rights.

1.3.2.2 All of the Contractor's non-proprietary, documentary Work product, including reports and correspondence to City prepared pursuant to this Contract, shall be the property of the City and, upon completion of this Contract, such documentary Work product shall, upon written request by the City, be promptly delivered to City in a reasonably organized form, without restriction on its future use by City on any additional Work associated with the any of the Projects. For the avoidance of doubt, documentary Work product does not include privileged communications, proprietary

information and documents used to prepare Contractor's Bid Proposal.

1.3.2.3 The Contractor may retain for its files any copies of documents it chooses to retain and may use its Work product as it deems fit. Any materially significant Work product lost or destroyed by the Contractor shall be replaced or reproduced at the Contractor's non-reimbursable, sole cost. In addition, City shall have access during normal business hours and following reasonable notice during the time this Contract is in effect, and for four (4) years after the final completion of the Work, to all of Contractor's records and documents covering reimbursable expenses, actual base hourly rates, time cards, annual salary escalation records maintained in connection with this Contract, for purposes of auditing same at the sole cost of the City. The purpose of any such audit shall be for the verification of such costs. The Contractor shall not be required to keep records of, or provide access to the makeup of any negotiated and agreed-to lump sums, unit prices or fixed overhead and profit multipliers. At the conclusion of any City audit, Contractor will be afforded an audit exit conference to review the results of City's audit. Nothing herein shall deny the Contractor the right to retain duplicates. Refusal by the Contractor to comply with the provisions hereof shall entitle City to withhold further payments to Contractor until compliance is obtained.

1.3.2.4 All of the Contractor's documentary Work product shall be maintained within the Contractor's local to Cibolo offices, unless otherwise authorized by the City. After expiration of this Contract, the Contractor's documents may be archived in the Contractor's central record storage facility.

1.3.3 Correlation and Intent.

1.3.3.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In cases of discrepancy between any drawing and the dimension figures written thereon, the dimension figures shall govern over scaled dimensions; Detailed Drawings and accompanying notations shall govern over general Drawings; Specifications shall govern over Drawings, subject to Section 1.3.3.6; and Special Conditions shall govern over Specifications, Drawings and these General Conditions. The most recent revision of Plans shall control over older revisions.

1.3.3.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3.3.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Where the phrases "directed by", "ordered by" or "to the satisfaction of" the Design Consultant or the City's Resident Inspector occur, it is to be understood that the directions, orders, or instructions to

which they relate are those within the scope of, and authorized by the Contract Documents.

1.3.3.4 Reference to manufacturer's instructions, standard specifications, manuals or codes of any technical society, organization or association, Laws or Regulations of any governmental authority, or to any other documents, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Contractor's Bid Proposal except as may be otherwise specifically stated or where a particular issue is indicated. Municipal and utility standards shall govern except in case of conflict with the Specifications. In case of a conflict between the Specifications and the referenced standard, the more stringent shall govern.

1.3.3.5 The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

1. Contract Modifications signed by Contractor, Design Consultant and Owner.
2. Addenda, with those of later date having precedence over those of earlier date.
3. Special Conditions
4. Supplementary Conditions.
5. Building Construction Services Agreement.
6. General Conditions
7. Specifications
8. Drawings.

1.3.3.6 Relation of Specifications and Drawings.

1.3.3.6.1 Drawings and Specifications are intended to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of work indicated. In the event of the above-mentioned disagreements, the Design Consultant shall determine the resolution.

1.3.3.6.2 Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, that is done for the sole and express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Design Consultant.

1.3.3.6.3 If the Contractor determines that (i) sufficient detailed information is lacking or (ii) discrepancies exist in the Contract Documents, then Contractor shall request clarification or interpretation before proceeding with such Requests for information (RFI) submitted by the Contract to the Owner also shall require an affirmative timely response from the Owner so as not to delay

performance and prior to Contractor's performance of any portion of the Work subject to the RFI. Copies of RFIs shall be delivered to the Owner simultaneously with delivery of such RFIs to Design Consultant.

1.3.3.7 When the work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the date of the submission of the bid shall apply.

1.3.3.8 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

1.3.4 Interpretation. In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.4 Notice

1.4.1 Except as otherwise provided in Section 1.4.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing and delivered by hand delivery, email and confirmed by first class mail, postage prepaid, or deposited in the United States Mail, postage prepaid, addressed to the respective representative and to the respective addresses set for in the Agreement.

1.4.2 Notice of Claims as provided in Section 4.3.2 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

ARTICLE 2. OWNER

2.1 GENERAL

2.1.1 Owner Defined. The City of Cibolo, Texas, a home-rule, Texas Municipal Corporation located in Guadalupe County, and identified as "Owner" or as "the City" in the Contract, is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters concerning this Contract requiring the Owner's approval or authorization. ("Owner's Designated Representative" or "ODR") Whenever the term "City" or "Owner" is found in this Contract, such term shall include the City's agents, elected officials, employees, officers, directors, volunteers, and representatives, successors and assigns.

2.1.2 The Contractor acknowledges that no lien rights exist with respect to public property.

2.2 INFORMATION AND SERVICES TO BE PROVIDED BY OWNER.

2.2.1 The City will provide and maintain the Preliminary Budget developed by the Program Management and general schedule for the Project, if any. The Preliminary Budget will include the anticipated construction cost, contingencies for changes in the Work during construction,

and other costs that are the responsibility of the Owner. The general schedule will set forth the Owner's plan for milestone dates and completion of the Project.

2.2.2 The Owner shall pay for necessary approvals, fees and permits that are required by the City of Cibolo's Planning and Engineering Department, Electric, Water, and Sanitary Sewer entities.

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations. The furnishing of these surveys and reports shall not relieve the Contractor of any of its duties under the Contract Documents or these General Conditions. Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness following actual receipt of a written request. It is incumbent upon the Contractor to identify, establish, and maintain a current schedule of latest dates for submittal and approval by the Owner, as required in Section 3.10, including when such information or services must be delivered. If Owner delivers the information or services to the Contractor as scheduled and Contractor is not prepared to accept or act on such information or services, then Contractor shall reimburse Owner for all extra costs incurred of holding, storage, or retention, including redeliveries by the Owner to comply with the current schedule.

2.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, five (5) complete sets of the Plans and Specifications. Additional complete sets of Plans and Specifications, if requested, will be furnished at reproduction cost to the Contractor requesting such additional sets.

2.2.5 Owner's personnel may, but are not required to be present at the construction site during progress of the Work to assist the Design Consultant in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

2.2.6 **OWNER'S RIGHT TO STOP THE WORK.** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2, "CORRECTION OF WORK," fails to carry out Work in accordance with the Contract Documents, disregards the instructions of Owner or Design Consultant when based upon the requirements of the Contract Documents, or fails or refuses to provide sufficient amount of properly supervised and coordinated labor, materials, or equipment, so as to be able to complete the Work within the Contract Time, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's right under Paragraph 12.2.

2.2.7 **OWNER'S RIGHT TO CARRY OUT THE WORK.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such three-day period, give the Contractor a second written notice to correct such deficiencies within a three-day period. If the

Contractor, within such three-day period after receipt of such second notice, fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3. CONTRACTOR

3.1 GENERAL.

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

3.1.3 The Contractor shall not be relieved of obligations, responsibilities, or duties to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Consultant in the Design Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by City or persons other than the Contractor.

3.1.4 The Contractor undertakes performance of the Work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the Owner and the Contractor, its agents, representatives, employees, or Subcontractors for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between the Owner and Contractor, its agents, employees, representatives, or Subcontractors. Neither party shall have the authority to bind or obligate the other in any manner as a result of the relationship created hereby. As an independent contractor, the Contractor: (a) assumes full responsibility for the safety of all persons employed or utilized by the Contractor or under the Contractor's control and supervision; (b) shall maintain complete supervision and control over the Contractor's agents, employees, and Subcontractors; and (c) agrees to perform all of the Contractor's obligations under this Agreement in accordance with the Contractor's own methods subject to compliance with this Agreement. In no event shall the Owner have control over, charge of, or any relationship for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the Site affecting it. Any error, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Design Consultant as a

Request for Information in such form as the Design Consultant may require.

3.2.1.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Design Consultant, or the work installed by other contractors, is not guaranteed by the Design Consultant or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations.

3.2.1.2 In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

3.2.1.3 Generally prevailing climatic conditions.

3.2.1.4 Anticipated labor supply and costs.

3.2.1.5 Availability, logistics, and cost of materials, tools and equipment.

3.2.1.6 applicable policies, procedures, rules and restrictions of Owner relating to construction on the real property.

3.2.1.7 Applicable Laws.

3.2.1.8 executive orders by local, state of Texas, or federal government authorities relating to COVID-19.

3.2.2 As between Owner and Contractor, and subject to the provisions of Section 3.2.4 below, Contractor has no responsibility for the timely delivery, completeness, accuracy and/or sufficiency of the Specifications or Drawings (or any errors, omissions, or ambiguities therein), and is not responsible for any failure of the design of the facilities or structures as reflected thereon to be suitable, sound or safe. Notwithstanding, the Contractor shall, before stating each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner and/or Design Consultant, and shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordinating and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. Notwithstanding any limitations in Tex. Bus. & Comm. Code Section 59.001 et seq. regarding Contractor's responsibilities for defects in plans and specifications, Contractor acknowledges that it is responsible for the consequences of design defects in, and does warrant the accuracy, adequacy, sufficiency, and suitability of plans, specifications, or other design documents that it provides and that are provided to the Contractor by its agents, contractors, Subcontractors, fabricators, suppliers, or consultants of every tier. Further, Contractor is responsible where Contractor provides input and guidance on plans, specifications, or other design documents through work product signed and sealed by a licensed professional that is incorporated into plans, specifications, or other design documents used in the Work. The Contractor shall be deemed to have satisfied itself as to the design contained in and reflected by the Specifications and the Drawings. In particular, but without prejudice to the generality of the foregoing, the Contractor will review the Contract Documents to establish that:

3.2.2.1 the information is sufficiently complete to perform the Work; and

3.2.2.2 there are no obvious or patent ambiguities, inaccuracies or inconsistencies within or between the documents forming the Contract; and

3.2.2.3 the Contractor can work with the aforementioned Contract Documents so as to perform the Work and of each and every part thereof such that the Work and each and every part thereof will, jointly and severally, be in accordance with the requirements of the Contract Documents and in particular, but without limiting the generality of the foregoing, such that the Work as a whole and, as appropriate, each and every part thereof, shall comply with the requirements of any performance specifications.

3.2.3 Pursuant to Tex. Bus. & Comm. Code Section 59.001 et seq., and as indicated in Section 3.2.2 above, if upon review of the plans, specifications, or other design documents, the Contractor discovers a defect, inaccuracy, inadequacy or insufficiency in the plans, specifications, or other design documents, the Contractor shall promptly report the Design Consultant and Owner, in writing, the existence of any known defect in the plans specifications, or other design documents that is discovered by the Contractor, or that reasonably should have been discovered by the Contractor, using ordinary diligence, before or during construction. If the Contractor performs any construction activity when it knew or reasonably should have known it was not in accordance with Applicable Laws without such notice to the Design Consultant and Owner and instruction to proceed, the Contractor shall be liable for any damages, costs, or liability resulting therefrom, including, without limitation, any fines, Architect's fees, consulting fees, and costs of correction of the Work.

3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Design Consultant in response to the Contractor's Notices or Requests for Information the Contractor shall make Claims as provided in Section 4.3. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Design Consultant for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or differences and knowing failed to report it to the Design Consultant.

3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to utility lines, cables, pipes, and pipelines identified to Contractor.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES.

3.3.1 The Contractor shall supervise, inspect and direct the Work competently and efficiently, exercising the skill and attention of a reasonably prudent Contractor, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods,

techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Design Consultant and shall not proceed with that portion of the Work without further written instructions from the Design Consultant. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER FOR ALL ACTS AND OMISSIONS OF THE CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, AND ANY OTHER PERSON OR ENTITY PERFORMING ANY PORTION OF THE WORK FOR, OR ON BEHALF OF, THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS. NOTHING IN THESE GENERAL CONDITIONS SHALL BE CONSTRUED TO RELIEVE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OF THEIR RESPONSIBILITY FOR AND CONTROL OVER THEIR RESPECTIVE EMPLOYEES AND SUBCONTRACTORS.

3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portion are in proper condition to receive subsequent Work.

3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq.

3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

3.3.6 The Contractor shall review subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any subcontractor(s) or any other person or entity (e.g. a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

3.4 LABOR AND MATERIALS.

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and

pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.1.1 PREVAILING WAGE RATE AND GENERAL LABOR CONDITIONS. The Provisions of Chapter 2258, Texas Government Code, are expressly made a part of this contract. In accordance therewith, the City will provide Contractor with a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this contract prior to the bidding of the Project and this schedule will become a part hereof. The Contractor shall forfeit as a penalty to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any sub- contractor under him. The establishment of prevailing wagherates pursuant to Chapter 2258, Texas Government Code shall not be construed to relieve the Contractor from his obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder. The Contractor, in the execution of this Project, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin. The Contractor agrees that he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, Contractor agrees that he/she will abide by all applicable terms and City "General Conditions" governing wages and labor standards and practices, and provisions of the Nondiscrimination Clause and the Small and/or Minority Business Advocacy Clause as contained in the City of Cibolo's current Affirmative Action Plan on file in the City Secretary's Office.

3.4.2 Substitutions.

3.4.2.1 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor (iii) and when in the judgment of the Owner or the Design Consultant, a substitution would be substantially in the Owner's best interests in terms of cost, time, or other considerations.

(i) The Contractor must submit to the Design Consultant and the Owner a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) and in the event of a substitution under clause of Section 3.4.2.1, an affidavit stating the (a) the proposed substitution conforms to and meets all the requirements of the pertinent

Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Design Consultant. Proposals for substitutions shall be submitted in triplicate to the Design Consultant in sufficient time to allow the Design Consultant no less than twenty-one (21) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.2.2 In the event of substitution under clause (ii) of Section 3.4.2.1, and whether or not any such proposed substitution is accepted by the Owner or the Design Consultant, the Contractor shall reimburse the Owner for any fees charged by the Design Consultant or other consultants for evaluating each proposed substitute.

3.4.3 Except as otherwise required for safety or protection of persons or the Work or property at the Site or adjacent thereto, no Work will be allowed by Owner between the hours of 9:00 p.m. and 6:00 a.m. of the following day unless directed by the ODR or requested in writing by Contractor and approved by the Director of Public Works and Capital Projects or its Designee Department Director.

3.4.4 The Contractor shall at all times enforce strict discipline and good order among persons working on the Project, and shall not employ or continue to employ any unfit person on the project or any person not skilled in the assigned work. The Contractor shall be responsible to the Owner for all acts and omissions of its employees, all tiers of its Subcontractors, material suppliers, anyone whom the Contractor may allow to perform any Work on the Project, and their respective officers, agents, employees, and consultants whom the Contractor may allow to come on the job site with the exception of the Owner, the Design Consultant, and the Program Management Team. In addition, if the Contractor receives written notice from the Owner complaining about any Subcontractors or employees or anyone who is a hindrance to proper or timely execution of the Work, Contractor shall remedy such complaint without delay to the Project and at no additional cost to the Owner. This provision shall be included in all contracts between the Contractor and all Subcontractors of all tiers.

3.4.5 The Contractor recognizes that the Project Site is a public facility which represents the City of Cibolo, and the Contractor shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

3.4.6 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.7 All materials and equipment shall be as specified in the Contract Documents, and if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Design Consultant, Contractor shall furnish satisfactory evidence

(including reports of required tests) as to the source, kind and quality of materials and equipment. The Contractor may make substitutions only with the consent of the Owner, after Contractor's compliance with Section 3.4.2 hereof.

3.4.8 All materials shall be shipped, stored and handled in a manner that will protect and ensure their condition at the time of incorporation in the Work. After installation, all materials shall be properly protected against damage to ensure their being in the condition required by Section 3.5.1 when the Work is Substantially Completed or Owner takes over use and occupancy, whichever is earlier.

3.4.9 The Contractor shall procure and furnish to the Owner all guarantees, warranties, spare parts and maintenance manuals that are called for by the Specifications or that are normally provided by a manufacturer. The maintenance manual shall include a catalog and price list for any equipment, materials, supplies, or parts used in the inspection, calibration, maintenance or repair of the equipment. Items in the catalog shall be readily available for purchase.

3.4.10 During construction of the Work and for four years after final completion, the Contractor shall retain and shall require all Subcontractors to retain for inspection and audit by the City all books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all other direct or indirect costs related to the bidding and performance of this Work. Upon request by the Owner, a legible copy or the original of any or all such records shall be produced by the Contractor at the administrative office of the Owner. To the extent that it requests copies of such documents, the City will reimburse the Contractor and its Subcontractors for copying costs. The Contractor shall not be required to keep records of, or provide access to the bases of any negotiated and agreed-to lump sums, unit prices or fixed overhead and profit multipliers.

3.5 WARRANTY.

3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, normal wear and tear and normal usage, and additional damage or defects caused by Owner's failure to promptly notify Contractor. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 The Contractor agrees to assign to the Owner, at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties; provided that such assignment shall contain a reservation of Contractor's right to also enforce the manufacturer's warranties. As a condition precedent to final payment, the Contractor shall prepare a notebook with reference tabs and submit three copies of the notebook to Owner that includes a complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with, as between Owner and Contractor, a warranty commencement date as required by the Contract Documents. Copies of the complete set

of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with, as between Owner and Contractor, a warranty commencement date as required by the Contract Documents shall also be submitted to Owner in an electronic format (PDF) on a Compact Disc (CD).

3.5.3 A right of action by the Owner for any breach of the Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Contract, at law, or in equity regarding any defective Work.

3.5.4 The warranty provided in paragraph 3.5.1 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor, upon written timely demand by Owner, to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after (i) Substantial Completion of the applicable Work, (ii) such earlier date contemplated by Section 9.9 or, (iii) in the event of a latent defect, within one (1) year after discovery thereof by Owner.

3.5.5 The Contractor shall issue in writing to the Owner, as a condition precedent to final payment, a "General Warranty" reflecting the terms and conditions of paragraphs 3.5.1 and 3.5.2 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

3.5.6 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise reasonably satisfactory to the Owner. Owner and Contractor acknowledge that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of Substantial Completion or final completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one year warranty on each phase or building which is substantially complete will expire. Contractor agrees to provide notice of the warranty expiration date to Owner and Design Consultant at least one month prior to the expiration of the one-year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one-year warranty period, Contractor shall accompany the Owner and Design Consultant on reinspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the reinspection. For extended warranties required by the Contract Documents, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within seven (7) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner and the Design Consultant, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one-year warranty period at least one month prior to the expiration date, Contractor's warranty obligations described in this paragraph shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

3.5.7 Warranties shall become effective on a date established by the Owner and Design Consultant in accordance with the Contract Documents. This date shall be the Date of Substantial

Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to Final Completion shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Design Consultant or the date of final completion of the Work.

3.5.8 Neither final payment nor compliance by the Contractor with any provision in the Contract Documents shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibility for faulty materials and workmanship. The Contractor warrants that the Work will conform to the requirements of the Contract Documents.

3.5.9 The building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. The Contractor, immediately upon notification by the Owner of water penetration, shall determine the source of water penetration and perform any work necessary to make the building(s) watertight. The Contractor also shall repair or replace any damaged material, finishes, and fixtures, damaged as a result of this water penetration, to return the building(s) to original condition. The costs of such determination and repair shall be borne by the Contractor only to the extent that the leak(s) are attributable to faulty workmanship or unauthorized or defective materials.

3.6 TAXES. The Contractor will not include in the Contract Sum or any Modification any amount for sales, use, or similar taxes for which (1) the City is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

3.7 PERMITS, FEES AND NOTICES.

3.7.1 Permits. Unless otherwise provided in the Contract Documents or by the Owner per Article 2.2.2, the Contractor shall secure and pay for permits and governmental fees, licenses, and inspections which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Design Consultant and Owner in writing, and necessary changes shall be accomplished by appropriate Modification before the Work affected by such modification is performed.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Design Consultant and Owner, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

3.7.5 The Contractor shall also assist Owner in obtaining all permits and approvals, and at the Owner's request pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the Site. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

3.8 ALLOWANCES.

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

3.8.2.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs and other expenses contemplated for stated allowance shall be included in the Contract Sum;

3.8.2.3 Whenever actual costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Section 3.8.2.1, and (2) changes in Contractor's costs under Section 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

3.9 SUPERINTENDENT.

3.9.1 At all times during the progress of the Work Contractor shall assign a competent resident superintendent, able to communicate fluently in English, and any necessary assistants, all satisfactory to the Director of Public Works and Capital Projects or his/her designee, as applicable. Any Superintendent designee shall be identified in writing to the ODR promptly after Owner issues written Notice to Proceed. The Superintendent shall represent the Contractor and all directions given to him shall be binding on the Contractor. The designated Superintendent shall not be replaced without written notice to the ODR and approval of the Director, which approval will not be unreasonably withheld, except with good reason (including any termination or disability of the Superintendent) or under extraordinary circumstances. The Superintendent may not be employed on any other project prior to Final Completion of the Work, without the approval of the Director, which approval will not be unreasonably withheld.

3.9.2 The Contractor shall furnish a list to the Design Consultant of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Design Consultant shall provide such information to the Owner.

3.9.2.1 The Owner, upon the showing of good and reasonable cause, may reject or require removal of any engineer, consultant, job superintendent, or employee of the Contractor, Subcontractor or Sub-subcontractor involved in the Project.

3.9.2.2 Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub- subcontractors and their employees.

3.9.2.3 The Owner reserves the right to utilize one or more of its employees to function in the capacity of the City's Inspector, whose primary function will be daily inspections, checking pay requests, construction timelines, and storage of supplies and materials.

3.10 CONTRACTOR'S WORK PROGRESS SCHEDULES.

3.10.1 Unless indicated otherwise in those documents, Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project to the ODR and the Design Consultant not later than ten (10) days after the effective date of the Notice to Proceed. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be a computerized Critical Path Method (CPM) with full reporting capability (Primavera Project Manager 5.x or above, or Primavera Contractor 4.1 or above). This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, and acceptance of all the Work of the Contract, including any contractually mandated Milestone Dates. The initial schedule shall not exceed the time limits set forth in the Contract Documents. Contractor shall organize the Work Progress Schedule and provide adequate detail so the Schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities. When acceptable to the Owner, this initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract Duration.

3.10.2 The Work Progress Schedule and successive updates or revisions thereof are for the Contractor's use in managing the Work. The Work Progress Schedule is for the information of the Owner and to demonstrate that the Contractor has complied with requirements for planning the Work. The Owner's acceptance of a schedule and schedule updates or revisions constitutes the Owner's agreement to coordinate its own activities with the Contractor's activities as shown on the schedule.

3.10.2.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto, does not indicate any approval of the Contractor's proposed sequences and duration.

3.10.2.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute the Owner's consent to any changes, alter the terms of the Contract, waive either the Contractor's responsibility for timely completion, or

waive the Owner's right to damages for the Contractor's failure to do so.

3.10.2.3 The Contractor's scheduled dates for completion of any activity or of the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the completion date(s) and Contract Times.

3.10.3 Submittal of a schedule, schedule revision or schedule update constitutes the Contractor's representation to the Owner, as of the date of the submittal, of the accurate depiction of all progress to date and that the Contractor will follow the schedule as submitted in performing the Work.

3.10.4 Schedule Updates. The Work Progress Schedule and the Submittal Schedule shall be updated monthly, as a minimum, to reflect progress to date and current plans for completing the Work. A paper and an electronic copy of the update shall be submitted to the Design Consultant and ODR as directed. The Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. The anticipated date of Substantial Completion shall show all extensions of time granted through Change Order(s) as of the date of the update. The Contractor, after coordination and consultation with the Owner, may revise the Work Progress Schedule logic only with the Owner's concurrence, which will not be unreasonably withheld, when, in the Contractor's judgment, it becomes necessary for the management of the Work. The Contractor shall identify all proposed changes to schedule logic to Owner and to the Design Consultant via an Executive Summary accompanying the updated schedule for review prior to implementation of any revisions.

3.10.4.1 Each schedule shall segregate the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Design Consultant. Each schedule activity shall be assigned a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project.

3.10.4.2 Each schedule shall include activities representing manufacturing, fabrication, or ordering lead time for materials, equipment, or other items for which the Design Consultant is required to review submittals, shop drawings, product data, or samples.

3.10.4.3 Each schedule, other than the initial schedule, shall indicate the activities, or portions thereof, which have been completed; shall reflect the actual time for completion of such activities; and shall reflect any changes to the sequence or planned duration of all activities.

3.10.4.4 If any updated schedule exceeds the time limits set forth in the Contract Documents for Substantial Completion of the Work, the Contractor shall include with the updated schedule a statement of the reasons for the anticipated delay in Substantial Completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Design Consultant to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Design Consultant.

3.10.4.5 Neither the Owner nor the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity duration so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

3.10.4.6 Submission of any schedule under this Contract constitutes a representation by the Contractor that as of the date of the submittal: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and duration used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining work in the sequence and time indicated.

3.10.5 Completion of Work. The Contractor is accountable for Substantially Completing the Work in the Contract Time, or as otherwise amended by Change Order.

3.10.5.1 If in the judgment of the Owner the Schedule update reflects that the Work is behind schedule and the rate of performance of the Work is inadequate to regain scheduled progress to insure timely Substantial Completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the Owner, shall immediately take action to increase the rate of Work performance by: increasing working forces; increasing equipment or tools; increasing hours of work or number of shifts; expediting delivery of materials; changing, with the approval of the Owner, the schedule logic and Work sequences; or taking other action proposed if acceptable to Owner.

3.10.5.2 Within ten (10) calendar days after such notice from the Owner or the ODR, the Contractor shall notify the ODR in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating the Contractor's plan for achieving timely completion of the project.

3.10.5.3 Should the ODR deem the plan of action inadequate, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents.

3.10.5.4 The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Substantial Completion of the Work within the Contract Time. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Section, except as may be provided under the provisions of Article 4.3.11.

3.10.5.5 The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

3.10.6 If reasonably required by Owner, Contractor shall also prepare and furnish Project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

3.10.7 The Contractor shall recommend to the Owner and to the Design Consultant a schedule for procurement of long-lead time items, which will constitute part of the Work as required to meet the project schedule.

3.11 DOCUMENTS AND SAMPLES AT THE SITE.

3.11.1 The Contractor shall maintain at the Site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Amendments, in good order and currently marked, to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Consultant and shall be delivered to the Design Consultant for submittal to the Owner upon completion of the Work.

3.11.2 Contractor shall at all times maintain job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes applicable to the Project. Contractor shall make such reports and records available to inspection by the Owner, Design Consultant, or their respective agents, within five (5) working days of request by Owner, Design Consultant, or their respective agents.

3.12 SHOP DRAWINGS, PRODUCE DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared and furnished by the Contractor or its agents, manufacturers, suppliers or distributors, and which illustrate and detail some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical samples of materials, equipment, or workmanship that are representative of some portion of the Work, furnished by the Contractor to Owner to assist Owner and Design Consultant in the establishment of workmanship and quality standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Consultant is subject to the limitations of Section 4.2.8. Informational submittals upon which the Design Consultant is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Design Consultant without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and

submit to the Design Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Design Consultant without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and filed construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Design Consultant. The Design Consultant will review and return such submittals within ten(10) working days or within a reasonable period so as to not delay the project.

3.12.8 The Work shall be in accordance with approved submittals, except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Design Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Design Consultant in writing of such deviation at the time of submittal and (1) the Design Consultant has given written approval in the specific deviation as a minor change in the Work, or (2) a Change Order or Field Work Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Consultant's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Design Consultant on previous submittals. In the absence of such written notice, the Design Consultant's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Design Consultant will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Design Consultant. The

Owner and the Design Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Design Consultant have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Design Consultant will review, approve or take other appropriate action on submittals only for the limited purpose of checking of conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

3.13.2 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

3.13.3 The Contractor will abide by all applicable rules and regulations of the Owner with respect to conduct, including smoking, parking of vehicles, security regulations and entry into adjacent facilities owned by the City.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.14.3 Any part of the finished Work damaged during installation or prior to Substantial Completion of the Work (or such earlier date established in Section 9.9) shall be repaired so as to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished the damaged item or part shall be replaced.

3.15 CLEANING UP.

3.15.1 During the progress of the Work, Contractor shall keep the Site and surrounding area free from accumulations of waste materials, rubbish, and other debris resulting from the Work. Contractor shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction, and shall clean exterior gutters, drainage, walkways, driveways and roofs of debris. If the Contractor fails to clean up as provided

in the Contract Documents, the Owner may do so and the cost therefore shall be charged to the Contractor

3.15.2 Prior to Substantial Completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy, by Owner. Contractor shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction, and shall clean exterior gutters, drainage, walkways, driveways and roofs of debris. Contractor shall restore to their original condition those portions of the Site not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost therefore shall be charged to the Contractor.

3.16 ACCESS TO WORK. The Contractor shall provide the Owner and Design Consultant access to the Work in preparation and in progress wherever located.

3.17 PATENT FEES AND ROYALTIES.

3.17.1 Contractor shall pay all license fees and royalties and assume all costs incident to the use of 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 a particular 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 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 shall be disclosed by Owner in the Contract Documents.

3.18 INDEMNITY PROVISIONS.

3.18.1 GENERAL. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SECTIONS 3.18.2 AND 3.18.3 BELOW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND OWNER, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, (ALL THE "INDEMNITEES" AND INDIVIDUALLY AN "INDEMNITEE"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR OR ANY SUBCONTRACTOR PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION (1) THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER APPLICABLE LAW BY CONTRACTOR OR ANY SUBCONTRACTOR (OR ANY OF THEIR EMPLOYEES) OF ANY TIER; (2) ANY LIEN OR BOND CLAIM ASSERTED BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER FOR WORK OR MATERIALS PROVIDED TO THE PROJECT, CONDITIONED UPON PAYMENT RECEIVED BY CONTRACTOR FROM OWNER HEREUNDER; (3) BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, EXCEPT TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF ANY INDEMNITEE OR THEIR DESIGN PROFESSIONALS OR SEPARATE CONTRACTORS (OTHER THAN THE CONTRACTOR OR

ANY SUBCONTRACTORS).

3.18.2 EMPLOYEE INJURY CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SECTIONS 3.18.1 AND 3.18.3, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ALL INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS), ARISING OUT OF, RESULTING FROM, OR ATTRIBUTABLE TO ANY CLAIM OF BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM"), EVEN TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF OWNER OR ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF THE CONTRACTOR THAT, IN SUCH EVENT, THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF THE EMPLOYEE. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. CONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

3.18.3 COPYRIGHT INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SECTIONS 3.18.1 AND 3.18.2, ABOVE, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ANY INDEMNITEE(S) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM AGAINST OWNER OR INDEMNITEES ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INSTRUMENTS OF SERVICE FURNISHED BY OR THROUGH CONTRACTOR OR ITS SUBCONTRACTORS, EVEN TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF ANY OF THE INDEMNITEES OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.

3.18.4 If such infringement claim or action has occurred or, in Contractor's judgment is likely to occur, City shall allow the Contractor at Contractor's option and expense, (unless such infringement results directly from Contractor's compliance with City's written standards or specifications or by reason of City's or Design Consultants' design of articles or their use in combination with other materials or in the operation of any process for which the City shall be liable) to either: (a) procure for City the right to continue using said deliverable and/or materials;

(b) modify such deliverable and/or materials to become non-infringing (provided that such modification does not adversely affect City's intended use of the deliverable and/or materials as contemplated hereunder); (c) replace said deliverable and/or materials with an equally suitable, compatible and functionally equivalent non-infringing deliverable and/or materials at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Contractor, upon written request City shall return the deliverable and/or materials in question to Contractor and Contractor shall refund all monies paid by City with respect to such deliverable and/or materials and accept return of same. If any such cure provided for in this Section shall fail to satisfy the third-party claimant, these actions shall not relieve Contractor from its defense and indemnity obligations set forth in this Article.

3.18.5 The indemnification obligations under this Article 3.18 shall not be limited in any way by the limits of any insurance coverage or any limitation on the amount or type of damages, compensation, or benefits payable by, for, or to Contractor or any subcontractor, supplier, or any other individual or entity under any insurance policy, workers' compensation acts, disability benefit acts, or other employee benefits acts.

3.18.6 Workmen Safety. The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives or the Design Consultant pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing there under for protection, occupational safety and health to workmen. It is agreed that the primary obligation of the Contractor is to comply with these statutes in the performance by Contractor of the Work and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

3.18.7 Other Provisions Regarding Indemnity.

3.18.7.1 The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.18.7.2 The obligations contained in this Section 3.18 shall survive the expiration, completion, abandonment and/or termination of the Agreement and Final Completion of the Work and any other services to be provided pursuant to this Contract. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor, as the case may be, known to Contractor, related to or arising out of Contractor's activities under this Contract, and shall see to the investigation and defense of such claim or demand at Contractor's cost. The City shall have the right at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this Article.

3.18.7.3 Defense Counsel. City shall have the right to approve defense counsel, of which approval will not be unreasonably withheld, to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under

this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

3.18.7.4 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section 3.18 or the Additional Insured requirements in this Contract, such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision in this Agreement be held invalid, unenforceable, or contrary to public policy, law, statute, or ordinance, then the remainder of the provision, paragraph, Section and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

3.19 REPRESENTATIONS AND WARRANTIES. The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

3.19.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

3.19.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

3.19.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

3.19.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

3.19.5 that its duly authorized representative has visited the Site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

3.20 BUSINESS STANDARDS. Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

ARTICLE 4. ADMINISTRATION OF THE CONTRACT.

4.1 DESIGN CONSULTANT.

4.1.1 Definition. A person registered as an Architect pursuant to Tex. Occupations Code And., Chapter 1051, as a landscape Architect pursuant to Texas Occupations Code, Chapter 1052, and/or a person licensed as a professional engineer pursuant to Texas Occupations Code, Chapter 1001, or a firm employed by Owner or Design- Build Contractor to provide professional Architectural or engineering services and exercising overall responsibility for the design of a Project or a significant portion thereof, and performing certain contract administration responsibilities as set forth in the Contract. The term "Design Consultant", unless the context clearly indicates otherwise, means an engineer or other Design Consultant in private practice retained for a specific project under a contractual agreement with the City.

4.1.2 Duties, responsibilities and limitations of authority of the Design Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Design Consultant. Consent shall not be unreasonably withheld. The Owner shall, and shall cause the Design Consultant to, exercise good faith and commercially reasonable standards in the administration, control, and approval of the Work.

4.1.3 If the employment of the Design Consultant is terminated, the Owner shall employ a new Design Consultant whose status under the Contract Documents shall be that of the former Design Consultant.

4.2 ROLE OF THE DESIGN CONSULTANT IN ADMINISTRATION OF THE CONTRACT.

4.2.1 The Design Consultant will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Design Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Design Consultant will advise and consult with the Owner. The Owner's instruction to the Contractor may be issued through the Design Consultant, but the Owner reserves the right to issue instructions directly to the Contractor through other designated City representatives. Contractor understands that City may modify the authority of such Design Consultant as provided in the terms of its contract relationship with the Design Consultant, and the Director shall, in such event, be vested with powers formerly exercised by such Design Consultant, provided written notice of such modification shall be immediately served on the Contractor in writing. Nothing herein shall authorize independent agreements between Contractor and such Design Consultant, nor shall the Design Consultant be deemed to have a legal relationship with the Contractor.

4.2.3 The Design Consultant will make visits to the Site at intervals appropriate to the various stages of construction to operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and the Work. However, the Design Consultant will not be

required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Consultant will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. The Design Consultant's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will generally conform to the Contract Documents.

4.2.4 The Design Consultant will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work

4.2.5 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communication have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Design Consultant about matters arising out of or relating to the Contract. Communications by and with the Design Consultant's consultants shall be through the Design Consultant. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.6 Based on the Design Consultant's evaluations of the Contractor's Application for Payment, the Design Consultant will review and certify the amounts due the Contractor and will approve and stamp pay applications.

4.2.7 Except as otherwise provided in the Supplementary or Special Conditions, the Design Consultant and the Owner will have authority to reject Work that does not conform to the Contract Documents. Whenever the Design Consultant or Owner considers it necessary or advisable, the Design Consultant will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Consultant or Owner nor a decision made by either, in good faith, to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.8 The Design Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Consultant will perform these reviews in a timely fashion so as to not delay the Work. The Design Consultant will respond to submittals such as Shop Drawings, Product Data, and Samples pursuant to the procedures set forth in Division 1 of the Project Specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Design Consultant's review shall not constitute approval of safety precautions or,

unless otherwise specifically stated by the Design Consultant, or any construction means, methods, techniques, sequences or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.9 The Design Consultant will prepare Change Orders and Field Work Directives, and with concurrence of the ODR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order, which the Contractor shall carry out promptly and record on the as-built record documents.

4.2.10 The Design Consultant and the Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Design Consultant will receive and review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance by the Contractor with the requirements of Article 3.5.2.

4.2.11 Upon written request of the Owner or Contractor, the Design Consultant will issue its interpretation of the requirements of the plans and specifications. The Design Consultant's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required for the Design Consultant shall be furnished in compliance with this Section 4.2, then no delay will be recognized on account of any failure by the Design Consultant to furnish such interpretations except for actual substantiated delays for which the Contractor is not responsible occurring more than 15 days after written request is made for the interpretations.

4.2.12 Interpretations and decisions of the Design Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

4.2.13 The Design Consultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

4.3 CLAIMS AND DISPUTES.

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. Except as contemplated by Section 4.3.10, every Claim of the contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind the Contractor by his signature) of the Contractor, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Notice of Claims. To the extent a Claim arises out of any delay recognized in Article 8 herein, a Notice of Potential Delay shall have been provided within the time periods established

in Article 8 and Section 4.4.1 of the Agreement in an attempt to resolve the delay as expeditiously as possible. Transmittal of a Notice of Potential Delay is a condition precedent to any Claim that may later be asserted by the Contractor for an extension of time or for additional costs. Otherwise, Claims by the Contractor must be initiated by written notice (the "Notice of Claim") to the Owner and Design Consultant within twenty one (21) days after occurrence of the event giving rise to such claim or within twenty one (21) days after occurrence of the event giving rise to the claim, whichever is later; provided, however, that the Contractor shall use its best efforts to furnish the Owner and Design Consultant, as expeditiously as possible, with notice of any claim including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Owner and Design Consultant in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such a Claim. The Notice of Claim shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice, the Notice shall be amended at the earliest date that is reasonably possible. Any Claim or portion of a Claim that has not been made the specific subject of a Notice strictly in accordance with the requirements of this Article shall be waived. The parties acknowledge that it is imperative that the Owner and Design Consultant have timely, specific notice of any potential problem in order that the problem can be mitigated promptly and economically.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Sections 4.5.1 or 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which were not known to the Contractor and which differ materially from those indicated in the Contract Documents or the reports of investigations and tests of subsurface and latent physical conditions provided by Owner to Contractor prior to the preparation by Contractor of its Bid and referred to above or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents in the general vicinity of the Project site, then the Contractor shall notify the Owner and the Design Consultant of such conditions promptly before conditions are disturbed, and in no event less than 3 days after first observation of the conditions. The Design Consultant will promptly investigate such conditions and report its findings to the Owner. If the Owner and the Contractor cannot agree on an adjustment to the Contract Sum or Contract Time, the adjustment shall be subject to dispute resolution pursuant to Article 4.5.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided in this Section 4.3 shall be given before proceeding to execute the Work; provided that prior notice is not required for Claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Consultant, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner for convenience, (6) Owner's suspension or (7) other

reasonable grounds, a Claim shall be filed in accordance with this Section 4.3.

4.3.5.1 Except as otherwise provided in this Agreement, in calculating the amount of any Claim, the following standards will apply:

1. No indirect or consequential damages will be allowed.
2. No recovery shall be based on comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
3. Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
4. No damages will be allowed for home office overhead or other home office charges or any Eichleay formula calculation.
5. No profit will be allowed on any damage claim.

4.3.5.2 If the Contractor believes additional cost is involved for reasons including but not limited to:

1. a written interpretation from the Design Consultant,
2. an order by Owner to stop Work where the Contractor was not at fault,
3. failure of payment by Owner,
4. termination of the Contract by Owner,
5. suspension of the Contract by Owner, or
6. other grounds wherein legitimate costs have been incurred by Contractor, Claims shall be filed in accordance with this Section 4.3.

4.3.5.3 All Claim notices shall itemize the claim and shall contain sufficient detail and supporting data to permit evaluation of same by Owner and Design Consultant. No Claim shall be considered unless the requirements set for in this Section 4.3 are followed.

4.3.6 Claims for Additional Time.

4.3.6.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided in this Section 4.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

4.3.6.2 The Contractor shall be entitled to an extension of the Contract Time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site, as determined from climatological data set forth in Division 1 of the Project specifications. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Sum by reason of such delays or disruptions. Requests for an extension of time pursuant to this Section

shall be submitted to the Design Consultant not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, and shall include documentation and all details reasonably available demonstrating the nature and duration of the delays or disruptions and their effect on the critical path of the Schedule.

4.3.7 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible (including, with respect to the Owner, the acts or omissions of the Owner's separate contractors), written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) business days after the discovery of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.3.8 Change in Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Field Work Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Contractor, Subcontractors, and all sub-subcontractors represent that they have made themselves aware of and shall comply with all orders, regulations, or requirements issued by any Governmental Authority that may affect commercial construction in the county where the Project is located. Contractor and its Subcontractors and sub-subcontractors will plan and include contractor contingencies for any delays and/or increased costs related to price escalations in the marketplace, tariffs, or labor or materials shortages. Owner has requested that Contractor prepare the Project Schedule and all bids/proposals keeping in mind reasonably foreseeable delays in deliveries, workforce inefficiencies, price escalations, supply chain issues, logistics issues, price fluctuations, and potential shortages of materials. No claims for cost increases or unit price increases will be allowed for claims based on such circumstances.

4.3.9 Claims for Consequential Damages. Except as otherwise provided in this Contract, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by the Contractor and to claims by the Owner:

4.3.9.1 Except for any Liquidated Damages required under this Contract, no consequential, indirect, incidental, punitive, or exemplary damages will be allowed, whether or not foreseeable, regardless of whether based on breach of contract, tort (including negligence), indemnity, strict liability, or other bases of liability.

4.3.9.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other similar analysis that is used to show total cost or other damages.

4.3.9.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible.

4.3.9.4 The maximum amount of any recovery for delay, to the extent damages for delay are not otherwise disallowed by the terms of the Contract, shall be as is provided in Section 8.3.2 hereof.

4.3.9.5 No damages will be allowed for home office overhead or other home office charges or any Eichleay formula calculation, except as expressly authorized by the Contract Documents.

4.3.9.6 No profit will be allowed on any damage claim, except as expressly authorized by the Contract Documents.

4.3.10 Subcontractor Pass-Through Claims. In the event that any Subcontractor of the Contractor asserts a claim to the Contractor that the Contractor seeks to pass through to the Owner under the Contract Documents, any entitlement to submit and assert the claim as to the Owner shall be subject to:

4.3.10.1 the requirements of Section 4.3 of these General Conditions; and

4.3.10.2 the following additional three requirements listed below, all three of which additional requirements shall be conditions precedent to the entitlement of the Contractor to seek and assert such claim against the Owner:

(i) the Contractor shall either (A) have direct legal liability as a matter of contract, common law, or statutory law to the Subcontractor for the claim that the Subcontractor is asserting or (B) the Contractor shall have entered into a written liquidating agreement with the Subcontractor, under which agreement the Contractor has agreed to be legally responsible to the Subcontractor for pursuing the assertion of such claim against the Owner under the Contract and for paying to the Subcontractor any amount that may be recovered, less Contractor's included markup (subject to the limits in the Contract Documents for any markup). The liability or responsibilities shall be identified in writing by the Contractor to the Owner at the time such claim is submitted to Owner, and a copy of any liquidating agreement shall be included by the Contractor in the claim submittal materials.

(ii) The Contractor shall have reviewed the claim of the Subcontractor prior to its submittal to Owner and shall have independently evaluated such claim in good faith to determine the extent to which the claim is believed in good faith to be valid. The Contractor shall inform the Owner that the Contractor has made a review, evaluation, and determination that the claim is made in good faith and is believed to be valid.

(iii) The Subcontractor making the claim to the Contractor shall certify to the Contractor and to the Owner that it has compiled, reviewed and evaluated the merits of such claim and that the claim is believed in good faith by the Subcontractor to be valid. A copy of the certification by the Subcontractor shall be included by Contractor in the claim submittal materials.

4.3.10.3 Any failure of the Contractor to comply with any of the foregoing requirements and conditions precedent with regard to any such claim shall constitute a waiver of any entitlement to submit or pursue such claim.

4.3.10.4 Receipt and review of a claim by the Owner under this Section shall not be construed as a waiver of any defenses to the claim available to the Owner under the Contract Documents or law.

4.3.11 Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part. The Contractor acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner and is a material term of this Contract. The following provisions, therefore, will apply:

4.3.11.1 If the Contractor falls behind the approved construction schedule for whatever reason, the Owner shall have the right, in the Owner's sole discretion, to order the Contractor to develop a schedule recovery plan to alter its work sequences or to otherwise accelerate its progress in such a manner as to achieve Substantial Completion on or before the Contract Time completion date or such other date as Owner may reasonably direct and, upon receipt, the Contractor shall take all action necessary to comply with the order. In such event, any possible right, if any, of the Contractor to additional compensation for any acceleration shall be subject to the terms of this Section 4.3.11.

4.3.11.2 In the event that the Contractor is entitled to an extension of Contract Time and has properly initiated a Claim for a time extension in accordance with Section 4.3.11.1 above, the Owner shall have the right, in the Owner's sole discretion, to deny all, or any part, of the Claim for extension of Contract Time and to order Contractor to exercise its commercially reasonable efforts to achieve Substantial Completion on or before the date that would have been required but for the existence of the event giving rise to the Claim by giving written notice to the Contractor provided within fourteen (14) days after receipt of the Contractor's Claim. If the Owner denies the Contractor's claim for an extension of Contract Time under this Subparagraph 4.3.11.2), either in whole or in part, the Contractor shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date. If, after initiating good faith acceleration efforts and through no fault of the Contractor, the Contractor is unable to achieve Substantial Completion within the originally scheduled Contract Time, the Owner will not be entitled to liquidated damages.

4.3.11.3 If the Owner orders the Contractor to accelerate the Work under Section 4.3.11.2 above, and the Contractor would have been entitled to a time extension for a reason specifically allowed under the Contract Documents for an amount of time that would have justified approval by the Owner if not for the need and right to complete the Project within the stipulated period, the Contractor may initiate a Claim for schedule recovery or acceleration costs pursuant to Section 4.3.1. Any resulting Claim for these costs properly initiated by the Contractor under Section 4.3.1, above, shall be limited to those reasonable and documented direct costs of labor, materials, equipment, and supervision solely and directly attributable to the actual recovery or acceleration activity necessary to bring the Work back within the then existing approved construction schedule. These direct costs include, but are not limited to, the premium portion of overtime pay additional crew,

shift, or equipment costs if requested in advance by the Contractor and approved in writing by the Owner. A percentage markup for the prorated cost of premium on the existing performance and payment bonds and required insurance, profit and field overhead, not to exceed the markups permitted by this Contract, will be allowed on the claimed costs. **NO OTHER MARKUP FOR PROFIT, OVERHEAD (INCLUDING BUT NOT LIMITED TO HOME OFFICE OVERHEAD) OR ANY OTHER COSTS WILL BE ALLOWED ON ANY ACCELERATION CLAIM.** The Owner shall not be liable for any costs related to an acceleration claim other than those described in this Clause 4.3.11.

4.3.12 No Waiver of Governmental Immunity. NOTHING IN THIS CONTRACT SHALL BE CONSTRUED TO WAIVE THE OWNER'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

4.4 RESOLUTION OF CLAIMS AND DISPUTES.

4.4.1 Recommendation of Design Consultant.

4.4.1.1 Claims by the Contractor against the Owner and Claims by the Owner against the Contractor, including those alleging an error or omission by the Design Consultant but excluding those arising under Sections 10.3 and 10.5, shall be referred initially to the Design Consultant for consideration and recommendation to the Owner. An initial recommendation by the Design Consultant shall be required as a condition precedent to mediation or litigation of all Claims by the parties arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Design Consultant with no recommendation having been rendered by the Design Consultant.

4.4.1.2 The Design Consultant will review Claims and within 10 days of receipt of the Claim and take one or more of the following actions: (1) request additional supporting data from the party making the Claim; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Design Consultant is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

4.4.1.3 Following receipt of the Design Consultant's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Section 4.5.

4.4.1.4 If the Design Consultant requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall either provide a response or the requested supporting data, advise the Design Consultant when the response or supporting data will be furnished, or advise the Design Consultant that no response of supporting data will be furnished.

4.4.2 Waiver of Lien. It is understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or

kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

4.5 ALTERNATIVE DISPUTE RESOLUTION.

4.5.1 Continuation of Work Pending Dispute Resolution. Each party is required to continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract unless it would be impossible or impracticable under the circumstances.

4.5.2 Requirement for Senior Level Negotiations. Before invoking mediation or any other alternative dispute process set forth herein the parties agree that they shall first try to resolve any dispute arising out of or related to this Contract through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to use of any other alternative dispute resolution process. If the parties' senior management representatives cannot resolve the dispute within thirty days after a party delivers a written notice of such dispute, then the parties shall proceed with the alternative dispute resolution process contained herein, including mediation and/or litigation. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

4.5.3 Mediation.

4.5.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Contract, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

4.5.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.

4.5.3.3 In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this Section 4.5 shall be deemed to have occurred.

4.5.3.4 The parties shall share the mediator's fee and any filing fees equally. Venue for any mediation or lawsuit arising under this Contract shall be in Guadalupe County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Contract shall waive any immunity or defense. No provision of this Contract is a consent to suit.

ARTICLE 5. SUBCONTRACTORS

5.1 **DEFINITION.** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 The Contractor shall, prior to entering into an agreement with such persons, notify the Director in writing of the names of all proposed first tier Subcontractors for the Work.

5.2.2 Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection. A Subcontractor or other person or organization identified in writing to Owner prior to the Notice of Award and not objected to in writing by Owner prior to the Notice of Award will be deemed acceptable to Owner. Acceptance of any Subcontractor, other person, or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work. If Owner, after due investigation, has reasonable objection to any Subcontractor, other person or organization proposed by Contractor after the Notice of Award, the Contractor will be required to submit an acceptable substitute. The Contract Sum will be equitably adjusted, if permitted by applicable law, for any change in the price of the subcontract work resulting from such substitution. Contractor shall not be required to employ any Subcontractor, other person, or organization against whom Contractor has reasonable objection.

5.2.3 Contractor shall be fully responsible to Owner for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between Owner and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.

5.2.4 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

5.2.5 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

5.3 SUBCONTRACTUAL RELATIONS. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Design Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Design Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall

require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS.

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1.1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

5.4.1.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increase in cost resulting from the suspension.

ARTICLE 6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTS.

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operation related to the Project with the Owner's own forces, the Owner shall be subject to the same obligations and to have the same rights which apply to the Contractor under

the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY.

6.2.1 The Contractor shall afford the Owner and separate contractor's reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends, for proper execution or results, upon the construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Design Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

6.2.5 Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Design Consultant will allocate the cost among those responsible.

ARTICLE 7. CHANGES IN THE WORK

7.1 GENERAL.

7.1.1 Changes in the Work may be accomplished after the execution of the Contract, and without invalidating the Contract, by Change Order, Field Work Directive or order for a minor change in the Work that does not affect the Contract Time or the Contract Sum, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Design Consultant; a Field Work Directive requires agreement by the Owner and Design Consultant and

may or may not be agreed to by the Contractor; and an order for a minor change in the Work that does not affect the Contract Time or the Contract Sum may be issued by the Design Consultant alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the changed Work, unless otherwise provided in the Change Order, Field Work Directive or order for a minor change in the Work or in this Article 7. From time to time, Owner may authorize changes in the Work, issue additional instructions, require additional Work, or direct the omission of work previously ordered; provided, however, Contractor shall not, under any circumstances, proceed with any change that would (1) increase or decrease the Contract Sum; (2) extend the Contract Time; or (3) affect the Work without prior written authorization from Owner, in accordance with this Article 7.

7.2 CHANGE ORDERS.

7.2.1 A Change Order is a written modification of the Contract prepared by the Design Consultant and signed by the Owner, Contractor and Design Consultant, (and approved by the City Council, if required) which authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Sum or the Contract Times and is issued on or after the Effective Date of the Agreement.

7.2.2 The Owner may request that the Contractor provide a proposal for a Change Order in connection with a proposed change in the Work (a "Proposal Request"). Within ten (10) days following receipt of a Proposal Request or if a potential change originates from the Contractor, Contractor shall submit a Change Order request (a "Change Order Request") to the Design Consultant and Owner together with the revised or new documents which, if approved, will become part of the Contract Documents setting forth any requested adjustment in the Contract Sum or the Contract Time, and including an itemization of all costs of material and labor with extensions listing quantities and total costs, and a substantiation of any Claim for an extension of the Contract Time.

7.2.3 Each Change Order Request shall be numbered consecutively and shall include materials' costs, labor costs, fees, and other reimbursable Cost of the Work and any applicable Contractor's Fee or profit. The Change Order Request shall specify all costs related to the proposed Change in the Work, including any disruption or impact on performance. The Contractor shall request extensions of Contract Time, if any, due to changes in the Work only at the time of submitting the Change Order Request. Contractor's failure to do so shall represent a waiver of any right to request a time extension. Any subcontractor work involved in the Change Order Request shall be provided with itemized accounting. The Contractor shall maintain a Change Order Log in such form as directed by the Owner.

7.2.4 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3. The Contractor and Subcontractors shall be entitled to include overhead and profit in any Change Order only as provided by Division 1 of the Project Specifications.

7.2.5 Acceptance of a Change Order by the Contractor shall constitute a full accord and satisfaction for any and all claims and costs of any kind, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the

Change Order. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the change order. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work. This Contract, as amended, forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order. This release applies to claims related to the cumulative impact of all Change Orders and to any claim related to the effect of a change on unchanged Work.

7.3 FIELD WORK DIRECTIVES.

7.3.1 A Field Work Directive is a written order prepared by the Design Consultant, and signed by the Owner and Design Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract time, or both. The Owner may by Field Work Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with any changes to the Contract Sum and/or the Contract Time to be adjusted according to the terms of this Section 7.3.

7.3.2 A Field Work Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Field Work Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

7.3.3.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

7.3.3.2 unit prices stated in the Contract Documents or subsequently agreed upon;

7.3.3.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

7.3.3.4 as provided in Section 7.3.6.

7.3.4 Upon receipt of a Field Work Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Consultant of the Contractor's agreement or disagreement with the method, if any, provided in the Field Work Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Field Work Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be initially determined by the Design

Consultant on the basis of reasonable costs and savings attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Consultant may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

7.3.6.1 costs of labor, including social security, unemployment insurance, fringe benefits required by Law, agreement or custom, and workers' compensation insurance;

7.3.6.2 costs of materials, supplies and equipment, including cost of transportation, storage installation, maintenance, dismantling and removal, whether incorporated or consumed;

7.3.6.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, including costs of transportation, installation, minor repairs and replacements, dismantling and removal;

7.3.6.4 Expenses incurred in accordance with Contractor's standard personnel policy for travel approved by the Owner in advance;

7.3.6.5 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and additional costs of supervision and field office personnel directly attributable to the change; and payments made by the Contractor to Subcontractors.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost of the deleted or change Work, plus the Contractor's allocated percent for profit and overhead as confirmed by the Design Consultant, subject to equitable adjustment recommended by the Design Consultant and approved by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.

7.3.8 Pending final determination of the total cost of a Field Work Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Design Consultant will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Design Consultant concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES TO THE WORK. The Design Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

7.5 TIME REQUIRED TO PROCESS CHANGE ORDERS

7.5.1 All responses by the Contractor to proposal requests from the Owner or Design Consultant shall be accompanied by a complete, itemized breakdown of costs. Responses to proposal requests shall be submitted sufficiently in advance of the required work to allow the Owner and the Design Consultant a minimum of thirty (30) calendar days after receipt by the Design Consultant to review the itemized breakdown and to prepare or distribute additional documents as may be necessary. Each of the Contractor's responses to proposal requests shall include a statement that the cost and additional time described and requested in the response represents the complete, total and final cost and additional Contract Time associated with the extra work, change, addition to, omission, deviation, substitution, or other grounds for seeking extra compensation or additional time under the Contract Documents, without reservation or further recourse.

7.5.2 All Change Orders require approval by either the City Council or, where authorized by the state law and City ordinance, by the City Manager or designee pursuant to Administrative Action. The approval process requires a minimum of forty-five (45) calendar days after submission to the Owner in final form with all supporting data. Receipt of a submission by Owner does not constitute acceptance or approval of a proposal, nor does it constitute a warranty that the proposal will be authorized by City Council Resolution or Administrative Action. **THE TIME REQUIRED FOR THE APPROVAL PROCESS SHALL NOT BE CONSIDERED A DELAY AND NO EXTENSIONS TO THE CONTRACT TIME OR INCREASE IN THE CONTRACT SUM WILL BE CONSIDERED OR GRANTED AS A RESULT OF THIS PROCESS.** Pending the approval of a Change Order as described above, the Contractor will proceed with the work under a pending Change Order only if directed in writing to do so by the Owner.

ARTICLE 8. TIME

8.1 DEFINITIONS.

8.1.1 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. When the plural ("Contract Times") is used, it refers to milestones designated in the Work Progress Schedule.

8.1.2 Commencement of Work. The date of commencement of the Work is the date established in the Contract.

8.1.3 Substantial Completion. The date of Substantial Completion is the date certified by the Design Consultant and Owner, in accordance with Section 9.8, when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so as to be operational and fit for the use intended by the Owner.

8.1.4 Day and Working Day. The term “day” as used in the Contract Documents shall mean calendar days unless otherwise specifically defined. The term “Working Day” shall mean every day other than Saturdays, Sundays, and federal holidays.

8.2 PROGRESS AND COMPLETION.

8.2.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE CONTRACT. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement with or the instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement is established by the Contract Documents or a Notice To Proceed given by the Owner.

8.2.3 The Contractor shall proceed with the Work expeditiously using adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME.

8.3.1 Neither the Owner nor the Contractor, except as provided for in this Section 8.3.1, shall be liable to the other party for delay to the Contractor’s Work by reason of unreasonably severe weather, fire, act of God, riot, strike, or any other cause beyond the Owner’s control. Should any of these factors delay the Work’s critical path, as evidenced by a time impact analysis developed by Contractor and verified by the Design Consultants, the Program Manager, and the ODR, Contractor shall receive an extension of the Contract Times equal to the delay if a written claim is made within five work days of the delaying event, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for such delays.

8.3.2 Should the Contractor be delayed by the act, neglect or default of the Owner or the Design Consultants, and should any of these factors delay the Project’s critical path, as evidenced by a time impact analysis developed by Contractor and verified by the Design Consultants, the Program Manager and the ODR, Contractor shall receive an extension of the Contract Times equal to the delay if a written claim is made within twenty one (21) days after occurrence of the event giving rise to such Claim or within twenty one (21) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. In addition, Contractor, upon timely notice to the City and substantiation by the Design Consultants, the Program Manager and the ODR, shall be compensated for its Project facilities and field management expenses on a per diem basis (said per diem includes the costs incurred by the Contractor to administer its Work and does not include costs associated for any tier of Subcontractor or Supplier to administer their Work. Compensation for the Subcontractor’s and Supplier’s compensable delay affecting the Project critical path shall be separate and apart from the per diem cost due and payable to the Contractor) for the particular Project delayed and for the period of the critical path delay attributable to the Owner-caused event. In no event will Contractor be entitled to home office or other off-site expenses or damages.

8.3.3 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

8.3.4 This Contract does not permit the recovery of damages by the Contractor for delay, disruption or acceleration, other than those described above in Section 8.3.2 and as provided under Section 4.3.11(3). Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time or as contemplated in Section 8.3.2

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 **CONTRACT SUM.** The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 **SCHEDULE OF VALUES.** Before the first Application for Payment, the Contractor shall submit to the Design Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Design Consultant may require. This schedule, unless objected to by the Design Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 **APPLICATIONS FOR PAYMENT.**

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Design Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be in an Excel Spreadsheet format and notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or Design Consultant may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. Contractor shall submit pay applications to Owner electronically.

9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Field Work Directives, or by interim determination of the Design Consultant, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site shall be conditioned upon compliance by the Contractor with procedures reasonably satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest. The

Contractor shall be solely responsible for payment of all costs of applicable insurance, storage and transportation to the site for materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

9.3.4 In each Application for Payment, Contractor shall certify that there are no known liens or bond claims outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filing of any liens or bond claims relating to the Work, and that releases from all Subcontractors and Contractor's materialmen have been obtained in such form as to constitute an effective release of lien or claim under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor; provided that if any of the foregoing is not true and cannot be certified, Contractor will revise the certificate as appropriate and identify all exceptions to the requested certifications.

9.4 PAY APPLICATION CERTIFICATION.

9.4.1 The Design Consultant will, within seven days after receipt of the Contractor's Application for Payment, either certify the Application for Payment, with a copy to the Contractor, for such amount as the Design Consultant determines is properly due, or notify the Contractor and Owner in writing of the Design Consultant's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

9.4.2 The certification of an Application for Payment will constitute a representation by the Design Consultant to the Owner, based on the Design Consultant's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to any specific qualifications expressed by the Design Consultant. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material

suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made any examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION.

9.5.1 The Design Consultant may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Design Consultant's opinion, the representations to the Owner required by Section 9.4.2 cannot be made. If the Design Consultant is unable to certify payment in the amount of the Application, the Design Consultant will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Design Consultant cannot agree on a revised amount, the Design Consultant will promptly issue a Certificate for Payment for the amount for which the Design Consultant is able to make such representations to the Owner. The Design Consultant may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may modify the whole or a part of a Certificate for Payment to such extent as may be necessary, in the Design Consultant's opinion, to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

9.5.1.1 defective Work not remedied;

9.5.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims for which Contractor is responsible hereunder unless security acceptable to the Owner is provided by the Contractor;

9.5.1.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.5.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum and Contractor has failed to provide Owner adequate assurance of its continued performance within a reasonable time after demand;

9.5.1.5 damage to the Owner or another contractor;

9.5.1.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

9.5.1.7 failure by the Contractor to carry out the Work in accordance with the Contract Documents. The Owner will pay the undisputed portions of such Application for Payment within the time frames established in the Section 9.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in subparagraph 9.5.1.

9.6 PROGRESS PAYMENTS.

9.6.1 After the Design Consultant has certified the Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Design Consultant.

9.6.2 During the latter part of each month as the Work progresses on all City Contracts regardless of Contract Sum, the City's Project Manager and Contractor shall determine the cost of the labor and materials incorporated into the Work during that month and actual invoiced cost of Contractor acquired materials stored on the Project site, and/or within off-site storage facilities either owned or leased by the Contractor. Upon receipt of a complete and mathematically accurate Construction Estimate Certification Form from the Contractor, The City shall make payments to Contractor within thirty (30) calendar days on Contracts totaling four hundred thousand (\$400,000.00) dollars or less, based upon such cost determination and at the Contract unit prices in a sum equivalent to ninety percent (90%) of each such invoice. At the time the last monthly invoice is paid by Owner, a Letter of Conditional Approval may be furnished to the Contractor. The remaining ten percent (10%) retainage shall be held by the City until the final Contract Settlement. However, where the Contract amount is less than five million dollars (\$5,000,000) , installments shall be paid to Contractor at the rate of ninety-five percent (95%) of each monthly invoice within thirty (30) calendar days of Owner receipt of a complete and mathematically accurate Construction Estimate Certification Form from the Contractor, and the retainage held until final Contract Settlement shall be five percent (5%). The payments of such installments are payments toward satisfaction of the Contract Sum, and the Contractor invoices upon which such monthly payments are based, are given to Owner by Contractor only for the purposes of fixing the periodic sums to be paid in compliance with Paragraph 7.1. Owner's payment of installments shall not in any way be deemed to be a final acceptance of any part of the Work by Owner, and will not prejudice Owner in the final settlement of Contract account nor relieve the Contractor from completion of the Work as herein provided. CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL NOT WITHHOLD FROM A SUBCONTRACTOR A GREATER PERCENTAGE OF RETAINAGE THAN THE PERCENTAGE THAT MAY BE WITHHELD FROM THE CONTRACTOR BY THE OWNER UNDER THE CONTRACT, AND SHALL FLOW THIS CONTRACTUAL REQUIREMENT DOWN TO ITS SUBCONTRACTORS AND SUPPLIERS.

9.6.3 The Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnishing and equipping of the improvements and the performance of the work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract, unless the Contractor is able to demonstrate to Owner bona fide disputes associated with the unpaid subcontractor or supplier and its work. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor to the extent necessary to protect the Owner.

9.6.4 The Design Consultant will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and

action taken thereon by the Design Consultant and Owner on account of portions of the Work done by such Subcontractor.

9.6.5 Neither the Owner nor Design Consultant shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law, if any.

9.6.6 Payments to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4 regarding Subcontractors.

9.6.7 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work that was not performed or furnished in accordance with the Contract Documents.

9.6.8 The Contractor shall, as a condition precedent to any obligation of the Owner under this Contract, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

9.7 FAILURE OF PAYMENT.

9.7.1 If the Design Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor the amount certified by the Design Consultant within seven (7) days after the date established in the Contract Documents, then the Contractor may, upon seven additional days' written notice to the Owner and Design Consultant, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest if any, as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION.

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. In the event Substantial Completion is not achieved by the designated date, or as that date may be extended by Change Order(s), Owner may withhold payment of sums necessary to pay the estimated liquidated damages due Owner until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract between the Owner and the Contractor.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Design Consultant a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Design Consultant will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the

Design Consultant's or Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon written notification by the Design Consultant. In such case, the Contractor shall then submit a request for another inspection by the Design Consultant or Owner to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is Substantially Complete, the Design Consultant or Owner will prepare a Certificate of Substantial Completion which shall (a) establish the date of Substantial Completion (which will be the date on which the Work met the requirements under the Contract Documents for Substantial Completion), (b) establish responsibilities of the Owner and Contractor, as agreed to by the Owner and Contractor, for security, maintenance, heat, utilities, damage to the Work and insurance, and (c) fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.6 Within 30 days after Substantial Completion of the Work, upon application by the Contractor and with consent of surety, Owner will pay Contractor the retainage less 150 percent of the reasonable amount to complete Work that is incomplete or is not in accordance with the requirements of the Contract Documents, which amount will be established by Owner with consultation with the Design Consultants.

9.9 PARTIAL OCCUPANCY OR USE.

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion Substantially Complete, the Contractor shall prepare and submit a list of items to be completed or corrected prior to final payment and submit such list to the Design Consultant as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The state of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Consultant.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Design Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9.4 Upon such partial occupancy or use, and upon Substantial Completion, the Owner will assume responsibility for maintenance, security and insuring that portion of the Work that it has put into use.

9.10 FINAL COMPLETION AND FINAL PAYMENT.

9.10.1 When all of the Work is finally completed and ready for final inspection, the Contractor shall notify the Owner and the Design Consultant thereof in writing. Thereupon, the Design Consultant and Owner will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Design Consultant will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and that the Contractor is entitled to the remainder of the unpaid Contract Sum, less any amount withheld pursuant to this Contract. If the Design Consultant is unable to issue its final Certificate for Payment for reasons for which the Contractor is responsible and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), the reasonable cost of which may be deducted by the Owner from the Contractor's final payment.

9.10.2 The Contractor shall not be entitled to final payment unless and until it submits to the Design Consultant its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied or will be paid from final payment; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Design Consultant or the Owner that are either unconditional or conditional on receipt of final payment, Certificates of insurance showing continuation of required insurance coverages; such other documents as Owner may request; and consent of Surety to final payment.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by Issuance of Change Orders affecting final completion, and the Design Consultant so confirms, the Owner shall, upon application by the Contractor and certification by the Design Consultant, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Design Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The Owner shall make final payment of all sums due the Contractor not more than thirty (30) days after the Design Consultant's execution of a final Certificate for Payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall

constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.11 AUDIT. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

9.12 ADDITIONAL INSPECTIONS. In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Design Consultant is required to make more than one inspection for Substantial Completion, (2) the Design Consultant is required to make more than one inspection for final completion, or (3) the Work is not substantially complete within sixty days after the date established for Substantial Completion in the Contract Documents, the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Design Consultant for any additional inspections or services, provided that the Design Consultant undertook these services due to the fault or neglect of the Contractor.

ARTICLE 10. PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall develop a safety program applicable to each job site and to the Work to be done, review such program with Owner in advance of beginning the Work, and enforce such program at all times. Further, Contractor shall comply with all applicable laws and regulations including but not limited to, the standards and regulations promulgated by the Secretary of labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of contractor employees. Owner shall have the right, but not the obligation, to inspect and verify Contractor's compliance with Contractor's responsibility for protecting the safety and health of its employees and subcontractor.

10.1.2 Contractor shall notify Owner immediately, by telephone with prompt confirmation in writing, of all injuries and fatalities, including but not limited to copies of all reports and other documents filed or provided to Contractor's insurers and the State of Texas in connection with such injuries or fatalities.

10.1.3 Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing the Work. Contractor's employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work or while on the site of the Work. Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing

factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies, as a result of a for-cause test conducted immediately following removal that said employee was in compliance with this Contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

10.1.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988). The presence of any firearms or other lethal weapons by any person is prohibited on the Project site, regardless of whether the owner thereof has a permit for a concealed weapon.

10.1.5 Both Owner and Contractor agree that these safety and health terms are of the highest importance, and that a breach or violation of any of the terms of this Section by Contractor will be a material and substantial breach of this Contract. In the event that Owner shall determine that Contractor has breached or violated the terms of this Section, then Owner shall determine, immediately upon written notice to Contractor, whether the Work shall be suspended as a result thereof. If the Work is suspended, the Work shall not recommence until Owner shall be satisfied that the safety provisions hereof shall not be breached or violated thereafter. If Owner shall terminate the Contract as a result of such breach or violation, the Owner and Contractor shall complete their obligations hereunder to one another in accordance with Section 14.2 "Termination by Owner."

10.1.6 Nothing contained in this Section shall be interpreted as creating or altering the legal duty of Owner to Contractor or to Contractor's agents, employees, Subcontractors, or third parties, or altering the status of Contractor as an independent contractor.

10.1.7 Notwithstanding the above provisions or whether Owner exercises its rights set forth herein, Owner does not warrant nor represent to Contractor, Contractor's employees or agents, any subcontractors, or any other third party that Contractor's safety policy meets the requirements of any applicable law, code, rule, or regulation, nor does Owner warrant that the proper enforcement of Contractor's policy will insure that no accidents or injuries will occur. In addition, any action by Owner under these provisions in no way diminishes any of Contractor's obligations under applicable law or the contract documents.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

10.2.1.1 employees on the Work and other persons who may be affected thereby;

10.2.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

10.2.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns,

walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the execution of the Work, the Contractor shall exercise extraordinary care and shall carry on such activities under the direct supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents). **THE CONTRACTOR SHALL ALSO HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY, PROTECT AND DEFEND THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL DAMAGE OR LOSS TO PROPERTY** (other than the Work itself and including property of the Contractor and of the Owner) referred to in Clauses 10.2.1.2 and 10.2.1.3 but only to the extent caused in whole or in part by the acts or omissions of Contractor, its agents, servants, and employees, or its Subcontractors and their agents, servants, and employees, or anyone directly or indirectly employed by them, or by any other person or entity for which they may be responsible under the Contract Documents, in connection with the Work to be performed, services to be rendered, or materials to be furnished, under this Contract, including but not limited to violations of any statute, regulation, ordinance or provision of this Contract. Notwithstanding anything to the contrary included herein, in no event shall the Contractor be liable for claims arising out of accidents resulting from the sole negligence of Owner, all without waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Design Consultant.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 EMERGENCIES.

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall exercise its best efforts to act to prevent or minimize threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

10.4 PUBLIC CONVENIENCE AND SAFETY.

10.4.1 The Contractor shall place materials stored at the Project site and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by the Owner. Sidewalks or streets shall not be obstructed, except by special permission of the Owner. Materials excavated and construction materials or plants used in the performance of the Work shall be placed in a manner that does not endanger the Work or prevent free access to all fire hydrants, water mains and appurtenances, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, wastewater mains and appurtenances, and fire alarm or police call boxes in the vicinity.

10.4.2 The Owner reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to the Owner's attention, after twenty-four (24) hours' notice in writing to the Contractor. In case of an emergency, the Owner shall have the right to immediately remedy any neglect without notice. In either case, the cost of any work done by or for the Owner to remedy the Contractor's neglect shall be deducted from the Contract Sum. The Contractor shall notify the City Traffic Control Department, the ODR and the Design Consultant when any street is to be closed or obstructed. The notice shall, in the case of major thoroughfares or street upon which transit lines operate, be at least forty-eight (48) hours in advance. The Owner reserves the right to postpone or prohibit any closure or obstruction of any streets or thoroughfares to the extent necessary for the safety and benefit of the traveling public. The Contractor shall, when directed by the Design Consultant or the Owner, keep any street or streets in condition for unobstructed use by City departments. When the Contractor is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, the Contractor's responsibility for accidents shall include the roadway approaches as well as the crossing structures.

10.5 BARRICADES, LIGHTS AND WATCHMEN.

10.5.1 If the Work is carried on, in, or adjacent to any street, alley or public place, the Contractor shall, at the Contractor's own cost and expense, furnish, erect and maintain sufficient barricades, fences, lights and danger signals, shall provide sufficient watchmen, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that will be visible at night, and shall be illuminated by lights from sunset to sunrise. The term "lights," as used in this Section, shall mean flares, flashers, or other illuminated devices. A sufficient number of barricades with adequate markings and directional devices shall also be erected to keep vehicles from being driven on or into any Work under construction. The Contractor will be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect the work. Whenever evidence is found of such damage, the Design Consultant may order the damaged portion immediately removed and replaced by the Contractor at Contractor's cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights, and for providing watchmen as required under this Section 10.5 shall not cease until the Project has been finally accepted by the Owner.

10.6 PUBLIC UTILITIES AND OTHER PROPERTIES TO BE CHANGED.

10.6.1 In case it is necessary to change or move the property of the Owner or of any telecommunications or public utility, such property shall not be removed or interfered with until ordered to do so by the Design Consultant. The right is reserved to the owner of any public or private utilities to enter upon the Project site for the purpose of making such changes or repairs of their property that may become necessary during the performance of the Work. The Owner reserves the right of entry upon the Project site for any purpose, including repairing or relaying sewer and water lines and appurtenances, repairing structures, and for making other repairs, changes, or extensions to any of the Owner's property. The Owner's actions shall conform to the Contractor's current and approved schedule for the performance of the Work, provided that proper notification of schedule requirements has been given to the Owner by the Contractor.

10.7 TEMPORARY STORM SEWER AND DRAIN CONNECTIONS

10.7.1 When existing storm sewers or drains have to be taken up or removed, the Contractor shall, at its expense, provide and maintain temporary outlets and connections for all public and private storm sewers and drains. The Contractor shall also provide for all storm sewage and drainage which will be received from these storm drains and sewers. For this purpose, the Contractor shall provide and maintain, at the Contractor's own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor shall, at the Contractor's own expense, construct such troughs, pipes, or other structures that may be necessary and shall be prepared at all times to dispose of storm drainage and sewage received from these temporary connections until such time as the permanent connections are built and are in service. The existing storm sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Design Consultant. All storm water and sewage shall be disposed of in a satisfactory and lawful manner so that no nuisance is created and that the Work under construction will be adequately protected.

10.8 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE OWNER; ELECTRICITY FOR THE PROJECT.

10.8.1 When the Contractor desires to use the Owner's water in connection with the Work, the Contractor shall make complete and satisfactory arrangements with the Cibolo Water Service and shall be responsible for the cost of the water the Contractor uses. Where meters are used, the charge will be at the regular established rate; where no meters are used, the charge will be as prescribed by City ordinance, or where no ordinance applies, payment shall be based on estimates made by the representatives of the San Antonio Water Service.

10.8.2 The Contractor shall make complete and satisfactory arrangements for electricity and metered electrical connections with the Owner, or with any retail electric provider in the event that separately metered electrical connections are required for the Project. The Contractor shall pay for all electricity used in the performance of the Work through separate metered electrical connections obtained by the Contractor through a retail electric provider.

10.9 USE OF FIRE HYDRANTS.

10.9.1 The Contractor, Subcontractors, and any other person working on the Project shall not open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock, or tap any water main belonging to the Owner, unless duly authorized to do so by the City.

10.10 ENVIRONMENTAL COMPLIANCE.

10.10.1 The Contractor and its Subcontractors are deemed to have made themselves familiar with and shall at all times shall comply with any and all applicable federal, state or local laws, rules, regulations, ordinances, and rules of common law now in effect (including any amendments now in effect), relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C.A. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613; Resource, Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C.A. § 2601 et seq.; Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C.A. § 11001 et seq.; Clean Water Act, 33 U.S.C.A. § 1251 et seq.; Clean Air Act, 42 U.S.C.A. § 7401 et seq.; and any corresponding state laws or ordinances including, without limitation, the Texas Water Quality Control Act, the Federal Water Pollution Control Act ("Clean Water Act") and/or the National Pollutant Discharge Elimination System (NPDES) regulations, the Texas Water Code Chapter 26; Texas Solid Waste Disposal Act, Texas Health & Safety Code Chapter 361; Texas Clean Air Act, THSC Chapter 382; 2008 Lead Based Paint Renovation, Repair and Painting Program Rule, 40 CFR Part 7445, Subpart E; and regulations, rules, guidelines, or standards promulgated pursuant to such laws, statutes and regulations, as such statutes, regulations, rules, guidelines, and standards are amended from time to time. and any current judicial or administrative interpretation of these laws, rules, regulations, ordinances, or rules of common law, including but not limited to any judicial or administrative order, consent decree, or judgment affecting the Project.

10.10.2 In the event the Contractor encounters on the Project site materials reasonably believed to be a Hazardous Substance that have not been rendered harmless, and the removal of such materials is not a part of the scope of Work required under the Contract Documents, the Contractor shall immediately stop Work in the affected area and report in writing the facts of such encounter to the Design Consultant and the Owner. Work in the affected area shall not thereafter be resumed except by written order of the Owner and written consent of the Contractor, unless and until the material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. Unless removal of such materials is a part of the scope of Work required under the Contract Documents, the Owner shall remediate the Hazardous Substance with a separate contractor or through a Change Order with the Contractor. If the Hazardous Substance exists in the affected area due to the fault or negligence of the Contractor or any of its Subcontractors, the Contractor shall be responsible for remediating the condition at the sole expense of the Contractor. If applicable, such remediation shall be in accordance with the Contractor's Spill Remediation Plan. An extension of the Contract Time for any delay in the progress schedule caused as a result of the discovery and remediation of a Hazardous Substance may be granted by the Owner only if the Project critical path is affected. Any request for an extension of the Contract Time related to the discovery and remediation of a Hazardous Substance is subject to the provisions of Section 4.3 and Article 8.

10.10.3 The Contractor shall be responsible for identification, abatement, cleanup, control, removal, remediation, and disposal of any Hazardous Substance brought into or upon the site by the Contractor or any Subcontractor or Supplier. The Contractor shall obtain any and all permits necessary for the legal and proper handling, transportation, and disposal of the Hazardous

Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation, and disposal, notify the Owner and the Design Consultant so that they may observe the activities; provided, however, that it shall be the Contractor's sole responsibility to comply with all applicable laws, rules, regulations, or ordinances governing the activities.

ARTICLE 11. INSURANCE AND BONDS.

11.1 CONTRACTOR'S LIABILITY INSURANCE.

11.1.1 Without limiting any of the other obligations or liabilities of the Contractor under the Contract Documents, the Contractor shall purchase and maintain, during the term of the Contract and at the Contractor's own expense, the minimum liability insurance coverage described below with companies duly authorized or approved to do business in the State of Texas and otherwise satisfactory to the Owner. Contractor shall also require each Subcontractor performing work under the Contract, at the Subcontractor's own expense, to maintain during the term of the Contract levels of insurance that are necessary and appropriate for the Work performed, which levels of insurance comply with all applicable laws. The Subcontractor's liability insurance shall name the Contractor and the Owner as additional insureds by using endorsement CG 20 26 or broader. Certificates of insurance complying with the requirements prescribed in Section 11.1.2 which show the existence of each policy, together with copies of all policy endorsements showing the Owner as an additional insured, shall be delivered to the Design Consultant, who will in turn forward same to the Owner, before any Work is started. Contractor shall promptly furnish, upon the request of and without expense to the Owner, a copy of each policy required, including all endorsements.

11.1.1.1 Workmen's Compensation and Employer's Liability. This insurance shall protect the laborer, and insure the CONTRACTOR, and insulate the additional insureds, against all claims under applicable Texas workmen's compensation laws. The additional insureds shall also be protected under an Employer's Liability policy against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This Employer's Liability policy shall include an "all states" endorsement.

Mandatory TWCC Rule 28 TAC Sect. 110.110 Adapted Language

(A) Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, or a coverage agreement, showing statutory workers' compensation insurance coverage for the person's or entity's (CONTRACTOR's) employees providing services on this public works Project, for the duration of this Project.

"Duration of the Project" - includes the time from the beginning of the Work on this Project until the CONTRACTOR's/person's Work on this Project has been completed and accepted by the OWNER.

"Persons providing services on the Project" ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken

to perform on this Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on this Project.

"Services" - include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Project.

(B) The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the CONTRACTOR providing services on this Project, for the duration of this Project.

(C) The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the Contract.

(D) If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of this Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.

(E) The CONTRACTOR shall obtain from each person providing services on this Project, and provide to the OWNER:

(1) a certificate of coverage, prior to that person beginning Work on this Project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on this Project; and

(2) no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project.

(F) The CONTRACTOR shall retain all required certificates of coverage for the duration of this Project and for three (3) years thereafter.

(G) The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project.

(H) The CONTRACTOR shall post on this Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons

providing services on this Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(I) The CONTRACTOR shall contractually require each person with whom it contracts to provide services on this Project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on this Project, for the duration of this Project;

(2) provide to the CONTRACTOR, prior to that person beginning Work on this Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on this Project, for the duration of this Project;

(3) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(4) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:

(a) a certificate of coverage, prior to the other person beginning Work on this Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;

(5) retain all required certificates of coverage on file for the duration of this Project and for three (3) years thereafter;

(6) notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project; and

(7) contractually require each person with whom it contracts, to perform as required by clauses (I)-(1-7) of this subparagraph, with the certificates of coverage to be provided to the person for whom they are providing services.

(J) By signing this Contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on this Project will be covered by workers' compensation coverage for the duration of this Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage

agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(K) The CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by the CONTRACTOR which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the OWNER.

The liability limits shall not be less than:

- Workmen's compensation Texas Statutory Limits
- Employer's Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.1.1.2 Commercial General Liability Insurance, Including Personal Injury Liability, Independent Contractor's Liability, Products and Completed Operations and Contractual Liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's (or Subcontractor's) liability for injury to or death of the Owner's employees and third parties, and for damage to property of third parties, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. If coverage is written on a claims-made basis, coverage shall be continuous (by renewal or extended reporting period) for no less than 60 months following completion of the contract and acceptance of work by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Owner and the Design Consultant shall be named as additional insureds by using endorsement CG 20 26 or broader.

The general liability policy shall include coverage extended to apply to completed operations and XCU hazards. The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with Owner. The policy shall include an endorsement CG2503 amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the project in question.

11.1.1.3 Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.

11.1.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates required under Section 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled, non-renewed, or materially changed until at least thirty (30) days prior written notice has been given to the Owner.

If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor to the Owner with reasonable promptness in accordance with the Contractor's information and belief.

11.1.3 If any insurance company for the Contractor, which company provides insurance required under the Contract Documents, becomes insolvent or becomes the subject of any rehabilitation, conservatorship, or liquidation or similar proceeding, the Contractor shall procure, immediately upon first notice of such occurrence and without cost to the Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

11.2 PROPERTY INSURANCE

11.2.1 In addition to the insurance described in Sections 11.1 and 11.4, the Contractor shall obtain at its expense, and maintain throughout the duration of the Project, All-Risk Builder's Risk Insurance, if the Project involves complete construction of a new building, or an All-Risk Installation Floater policy, if the Project involves materials and supplies needed for additions to, or renovations or remodeling of an existing building. Coverage on either policy shall be All-Risk, including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft, in an amount equal to one hundred percent (100%) of the insurable value of the Project for the Installation Floater policy, and one hundred percent (100%) of the replacement cost of the Project for the Builder's Risk policy. If an Installation Floater policy is provided, the Owner shall be shown as a Joint Named Insured with respect to the Project. If a Builder's Risk policy is provided, the policy shall be written on a Completed Value Form, including materials delivered and labor performed for the Project. This policy shall be in the name of the Contractor and naming the Owner and the Subcontractors, and Sub-Subcontractors as additional insureds as their interests may appear. The policy shall have endorsements as follows:

11.2.1.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

11.2.1.2 Loss, if any, shall be adjusted with and made payable to the Contractor or the Owner and Contractor as trustee for the insureds as their interests may appear.

11.2.1.3 The right of subrogation under the policy shall be waived as to the Design Consultant.

11.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

11.2.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor

that it may now have or have in the future for loss or damage to Owner's property howsoever arising, including consequential losses due to fire or other hazards however caused.

11.2.4 The Contractor shall provide to the Design Consultant for delivery to the Owner a certificate of insurance evidencing all property insurance policies procured under this Section 11.2 and all endorsements thereto before any exposure to loss may occur.

11.2.5 If any insurance company which provides insurance for the Contractor that is required under the Contract Documents becomes insolvent or becomes the subject of any rehabilitation, conservatorship, or liquidation or similar proceeding, the Contractor shall immediately cease the performance of the Work and shall procure, immediately upon first notice of such occurrence and without cost to the Owner, replacement insurance coverage before continuing the performance of the Work at the Project. Any failure to provide such replacement insurance coverage shall constitute a material breach of the Contract.

11.2.6 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall take no action without mutual written consent with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3 PERFORMANCE BOND AND PAYMENT BONDS

11.3.1 Subject to the provisions of Section 11.3.2, the Contractor shall, with the execution and delivery of the Building Construction Services Agreement, furnish and file with the Owner in the amounts required in this Section, the surety bonds described in Sections 11.3.1.1 and 11.3.1.2 below, which surety bonds shall be in accordance with the provisions of Chapter 2253, Texas Government Code, as amended. Each bond shall be signed by the Contractor, as Principal, and by an established corporate surety bonding company, as surety, meeting the requirements of Section 11.3.3 and approved by the Owner. These bonds shall be signed by a guaranty or surety company legally authorized to do business in the State of Texas and appearing on the most recently issued (as of the date of bid opening) federally qualified U. S. Treasury Circular 570 List of Approved Sureties. The surety bonds shall be accompanied by an appropriate Power-of-Authority clearly establishing the extent and limitations of the authority of each signer to so sign:

11.3.1.1 Performance Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any extensions thereof, for the protection of the Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final Completion or acceptance of the Work by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.

11.3.1.2 Payment Bond. A good and sufficient bond in an amount equal to 100% of the total Contract Sum, guaranteeing the full and prompt payment of all claimants supplying

labor or materials in the prosecution of the Work provided for in the Contract, and for the use and protection of each claimant.

11.3.2 If the Contract Sum, including Owner-accepted Alternates and allowances, if any, is greater than \$100,000, Performance and Payment Bonds in 100% of the Contract Sum are mandatory and shall be provided by the Contractor. If the Contract Sum is greater than \$25,000 but less than or equal to \$100,000, only a Payment Bond in 100% of the Contract amount is mandatory; provided, however, that the Contractor may elect to also furnish a Performance Bond in the same amount if the Contractor so chooses. If the Contract Sum is less than or equal to \$25,000, the Contractor may elect not to provide Performance and Payment Bonds; provided that in such event, no money will be paid to the Contractor until Final Completion of all Work by Owner. If the Contractor elects to provide Performance and Payment Bonds, the Contract Sum shall be payable to the Contractor through progress payments in accordance with these General Conditions.

11.3.3 No surety will be accepted by the Owner that is now in default or delinquent on any bonds or that is a party to any litigation against the Owner. All bonds shall be made and executed on the Owner's standard forms, shall be approved by the Owner, and shall be executed by not less than one corporate surety that is authorized and admitted to do business in the State of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties, and is otherwise acceptable to the Owner. Each bond shall be executed by the Contractor and the surety, and shall specify that legal venue for enforcement of each bond shall lie exclusively in Guadalupe County, Texas. Each surety shall designate an agent resident in Bexar County, Texas to which any requisite statutory notices may be delivered and on which service of process maybe had in matters arising out of the suretyship.

11.3.4 The person or persons, partnership, company, firm, limited liability company, association, corporation, or other business entity to whom the Contract is awarded shall, within ten (10) days after such award, sign the required Contract with the Owner and provide the necessary surety bonds and evidence of insurance as required under the Contract Documents. No Contract shall be binding on the Owner until it has been approved as to form by the City Attorney, executed for the Owner by the City Manager, the performance and payment bonds and evidence of insurance have been furnished as required by the Contract Documents, and the fully executed Contract has been delivered to the Contractor.

11.3.5 The failure of the Contractor to execute the Contract or deliver the required bonds and evidence of insurance within ten (10) days after the Contract is awarded or as soon thereafter as the Owner can assemble and deliver the Contract shall, at the Owner's option, constitute a material breach of the Contractor's bid proposal and the Owner may rescind the Contract award and collect or retain the proceeds of the bid security. By reason of the uncertainty of the market prices for materials and labor, and it being impracticable and difficult to determine accurately the amount of damages occurring to the Owner by reason of the Contractor's failure to execute and furnish the bonds and to sign the Contract within ten (10) days, the filing of a bid proposal shall constitute an acceptance of this Section 11.3.5. In the event the Owner should re-advertise for bids, the defaulting Contractor shall not be eligible to bid, and the lowest responsible bid obtained in the re-advertisement shall be the bid referred to in this Section.

11.4 'UMBRELLA' LIABILITY INSURANCE

11.4.1 The Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than \$5,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage, that follows form and applies in excess of the primary coverage required hereinabove. The Owner and Design Consultant shall be named as additional insureds using endorsement CG 20 26 or broader. No aggregate shall be permitted for this type of coverage. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

11.5 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

11.5.1 Each insurance policy to be furnished by the Contractor shall address the following required provisions within the certificate of insurance, which shall be reflected in the body of the insurance contract and/or by endorsement to the policy:

11.5.1.1 That the Owner and Design Consultant shall be named as additional insureds on all liability coverages, using endorsement G 20 26 or broader. Where the Owner employs a Construction Manager on the Project, the Contractor and Subcontractor shall include the Construction Manager on all liability insurance policies to the same extent as the Owner and Design Consultant are required to be named as additional insureds.

11.5.1.2 That each insurance policy shall require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to Owner. Contractor shall also notify Owner, within 10 days after receipt, of any notice of expiration, cancellation, nonrenewal or material change in coverage it receives from its insurer.

11.5.1.3 That the term "Owner" or "City of Cibolo" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Owner and the individual members, employees and agents thereof in their official capacities, while acting on behalf of Owner (the City of Cibolo).

11.5.1.4 That the policy phrase or clause "Other Insurance" shall not apply to Owner where Owner is an additional insured on the policy. The insurance coverage furnished by Contractor as required is considered to be primary insurance for purposes of the Project and the additional insureds named in the required policies.

11.5.1.5 That all provisions of the Contract Documents concerning liability, duty and standard of care, together with the indemnification provision, shall, to the maximum extent allowable in the insurance market, be underwritten by contractual liability coverage sufficient to include such obligations with the applicable liability policies.

11.5.2 Concerning the insurance to be furnished by the Contractor, it is a condition precedent to acceptability that:

11.5.2.1 All policies must comply with the applicable requirements and special provisions of this Article.

11.5.2.2 Any policy evidenced by a certificate of insurance shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements set forth herein, and the Owner's decision regarding whether any policy contains such provisions, contrary to this requirement, shall be final.

11.5.2.3 All policies required are to be written through companies duly authorized and approved to transact that class of insurance in the State of Texas and that are otherwise acceptable to the Owner.

11.5.3 The Contractor agrees to the following special provisions:

11.5.3.1 The Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies. This waiver of subrogation shall be included, by endorsement or otherwise, as a provision of all policies required under this Article 11.

11.5.3.2 Insurance companies issuing the insurance policies and the Contractor shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Contractor.

11.5.3.3 Approval, disapproval or failure to act by the Owner regarding any insurance supplied by the Contractor (or any Subcontractors) shall not relieve the Contractor of any responsibility or liability for damage or accidents as set forth in the Contract Documents. The bankruptcy, insolvency or denial of liability of or by the Contractor's insurance company shall likewise not exonerate or relieve the Contractor from liability.

11.5.3.4 The Owner reserves the right to review the insurance requirements of this Article 11 during the effective period of this Contract and to adjust insurance coverages and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the Contractor and the Subcontractors. The Contractor agrees to make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either party to this Contract or upon the underwriter of any such policy provisions). Upon request by the Owner, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, at the Owner's cost and expense.

11.5.3.5 No special payments shall be made for any insurance policies that the Contractor and Subcontractors are required to carry. Except as provided in Section 11.5.3.4, all amounts payable regarding the insurance policies required under the Contract Documents are included in the Contract Sum.

11.5.4 Any Insurance policies required under this Article may be written in combination with any of the other policies, where legally permitted, but none of the specified limits may be lowered or otherwise negatively impacted by doing so, nor may any of the requirements or special provisions of this Article be limited or circumvented by doing so.

ARTICLE 12. UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered, concealed, or obstructed, contrary to the Owner's or Design Consultant's written request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner or Design Consultant, be uncovered for the Owner's or Design Consultant's inspection and be properly replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered, concealed, or obstructed, which the Design Consultant has not specifically requested in writing to inspect prior to its being covered, the Design Consultant may request to inspect such Work and the Contractor shall uncover it. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Owner or Design Consultant as failing to conform to the requirements of the Contract Documents, whether inspected before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, and all additional testing, inspections, and compensation for the Design Consultant's services and expenses made necessary thereby.

12.2.2 In addition to Contractor's warranty obligations, if any of the Work is found to be defective or nonconforming with the requirements of the Contract Documents, including, but not limited to the General Conditions, the Contractor shall correct it promptly after receipt of written notice from the Design Consultant or the Owner to do so unless the Owner has previously given the Contractor a written acceptance or waiver of the defect or nonconformity. The Contractor's obligation to correct defective or nonconforming Work remains in effect for:

12.2.2.1 one year after the date of Substantial Completion of the Work or designated portion of the Work;

12.2.2.2 one year after the date for commencement of warranties established by agreement in connection with partial occupancy under Section 9.9.1; or

12.2.2.3 the stipulated duration of any applicable special warranty required by the Contract Documents. 12.2.3 The one-year period described in Sections 12.2.2.1 and

12.2.2.2 shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of the Work.

12.2.4 The obligations of the Contractor under this Paragraph 12.2 shall survive final acceptance of the Work and termination of this Contract. The Owner shall give notice to the Contractor promptly after discovery of a defective or nonconforming condition in the Work. The one-year period stated in Sections 12.2.2.1 and 12.2.2.2 does not limit the ability of the Owner to require the Contractor to correct latent defects or nonconformities in the Work, which defects or nonconformities could not have been discovered through reasonable diligence by the Owner or the Design Consultant at the time the Work was performed or at the time of inspection for certification of Substantial Completion or final completion. The one year period also does not relieve the Contractor from liability for any defects or deficiencies in the Work that may be discovered after the expiration of the one year correction period.

12.2.5 The Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.6 If the Contractor fails to correct defective or nonconforming Work within a reasonable time after notice from the Owner or the Design Consultant, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of defective or nonconforming Work within a reasonable time fixed by written notice from the Owner or the Design Consultant, the Owner may remove or replace the defective or nonconforming Work and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay the costs of removal and storage within ten days after written notice by the Owner or the Design Consultant, the Owner may, upon ten (10) additional days written notice, sell the materials and equipment at auction or at private sale and shall account for the proceeds after deducting costs and damages that should have been borne by the Contractor, including compensation for the Design Consultant's services and expenses made necessary as a result of the sale. If the proceeds of sale do not cover the costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments due to the Contractor then or thereafter are not sufficient to cover the deficiency, the Contractor shall pay the difference to the Owner.

12.2.7 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether the construction is completed or partially completed, that is caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.8 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year time period as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct

the Work. Nothing contained herein or in the Contract Documents shall waive or limit any of Owner's rights under Tex. Civ. Prac. & Rem. Code §16.009 or other Applicable Laws.

12.2.9 Any Work repaired or replaced pursuant to this Article 12 shall be subject to the provisions of Article 12 to the same extent as Work originally performed or installed.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 The Owner may, in the Owner's sole discretion, accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable as determined by the Owner and the Design Consultant. The adjustment will be accomplished whether or not final payment has been made.

ARTICLE 13. COMPLETION OF THE CONTRACT; TERMINATION; TEMPORARY SUSPENSION

13.1 FINAL COMPLETION OF CONTRACT. The Contract will be considered completed, except as provided in any warranty or maintenance stipulations, bond, or by law, when all the Work has been finally completed, the final inspection is made by the Design Consultant, and final acceptance and final payment is made by the Owner.

13.2 WARRANTY FULFILLMENT. Prior to the expiration of the specified warranty period provided for in the Contract Documents, the Design Consultant will make a detailed inspection of the Work and will advise the Contractor and the Contractor's Surety of the items that require correction. The Design Consultant will make a subsequent inspection and if the corrections have been properly performed, the Design Consultant will issue a letter of release on the maintenance obligations to the Contractor and the Surety. If for any reason the Contractor has not made the required corrections before the expiration of the warranty period, the warranty provisions as provided for in the Contract Documents shall remain in effect until the corrections have been properly performed and a letter of release issued.

13.3 TERMINATION BY THE OWNER FOR CAUSE.

13.3.1 Notwithstanding any other provision of these General Conditions, the Work or any portion of the Work may be terminated immediately by the Owner for any good cause after giving seven (7) days advance written notice and opportunity to cure to the Contractor, including but not limited to the following causes:

13.3.1.1 Failure or refusal of the Contractor to start the Work within ten (10) days after the date of written notice by the Owner to commence the Work.

13.3.1.2 A reasonable belief that the progress of the Work being made by the Contractor is insufficient to complete the Work within the specified time.

13.3.1.3 Failure or refusal of the Contractor to provide sufficient and proper equipment or construction forces to properly execute the Work in a timely manner.

13.3.1.4 A reasonable belief that the Contractor has abandoned the Work.

13.3.1.5 A reasonable belief that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry on the Work.

13.3.1.6 Failure or refusal on the part of the Contractor to observe any material requirements of the Contract Documents or to comply with any written orders given by the Design Consultant or the Owner as provided for in the Contract Documents.

13.3.1.7 Failure or refusal of the Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the Design Consultant.

13.3.1.8 A reasonable belief by the Owner that collusion exists or has occurred for the purpose of illegally procuring the contract or a Subcontractor, or that a fraud is being perpetrated on the Owner in connection with the construction of Work under the Contract.

13.3.1.9 Repeated and flagrant violation of safe working procedures.

13.3.2 When the Work or any portion of the Work is terminated for any of the causes itemized above or for any other cause except termination for convenience pursuant to Section 13.3.5, the Contractor shall, as of the date specified by the Owner, discontinue the Work or portion of the Work as the Owner shall designate, whereupon the Surety shall, within fifteen (15) days after the written notice of termination for cause has been served upon the Contractor and the Surety or its authorized agents, assume the obligations of the Contractor for the Work or that portion of the Work which the Owner has ordered the Contractor to discontinue and may:

13.3.2.1 perform the Work with forces employed by the surety;

13.3.2.2 with the written consent of the Owner, tender a replacement contractor to take over and perform the Work, in which event the surety shall be responsible for and pay the amount of any costs required to be incurred for the completion of the Work that are in excess of the amount of funds remaining under the Contract as of the time of the termination; or

13.3.2.3 with the written consent of the Owner, tender and pay to the Owner in settlement the amount of money necessary to finish the balance of uncompleted Work under the Contract, correct existing defective or nonconforming work, and compensate the Owner for any other loss sustained as a result of Contractor's default. In the event of termination for cause involving Articles 13.3.2.1 and 3.3.2.2, the Surety shall assume the Contractor's place in all respects, and the amount of funds remaining unpaid under the Contract shall be paid by the Owner for all Work performed by the surety or the replacement contractor in accordance with the terms of the Contract Documents, subject to any rights of the Owner to deduct any costs, damages, or liquidated or actual damages that the Owner may have incurred, including but not limited to additional fees and expenses of the Design Consultant and attorney's fees, as a result of such termination.

13.3.3 The balance of the Contract Sum remaining at the time of the Contractor's default and of the termination shall become due and payable to the surety as the Work progresses, subject to all of the terms, covenants, and conditions of the Contract Documents. If the surety does not, within the time specified in Section 13.3.2, exercise its obligation to assume the obligations of the Contract, or that portion of the Contract which the Owner has ordered the Contractor to discontinue, then the Owner shall have the power to complete the Work by contract or otherwise, as it may deem necessary. The Contractor agrees that the Owner shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of the Work, and to procure other tools, equipment, labor, and materials for the completion of the Work, and to charge to the account of the Contractor the expenses of completion and labor, materials, tools, equipment, and incidental expenses. The expenses incurred by the Owner to complete the Work shall be deducted by the Owner out of the balance of the Contract Sum remaining unpaid to or unearned by the Contractor. The Contractor and the surety shall be liable to the Owner for any costs incurred in excess of the balance of the Contract Sum for the completion and correction of the Work, and for any other costs, damages, expenses (including but not limited to additional fees of the Design Consultant and attorney's fees), and liquidated or actual damages, as the case may be, incurred as a result of the termination.

13.3.4 The Owner shall not be required to obtain the lowest bid for the Work of completing the Contract as described in Section 13.3.3, but the expenses to be deducted from the Contract Sum shall be the actual cost of such Work and the other damages as provided in Section 13.3.3. In case the Owner's costs and damages are less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, then the Owner may pay to the Contractor (or the Surety, in the event of a complete termination for cause) the difference, provided that the Contractor (or the Surety) shall not be entitled to any claim for damages or for loss of anticipated profits. In case such costs for completion and damages shall exceed the amount which would have been payable under the Contract if the same had been completed by the Contractor, then the Contractor and his Sureties shall pay the amount of the excess to the Owner on notice from the Owner for the excess amount owed. When only a particular part of the Work is being carried on by the Owner by contract or otherwise under the provisions of this Section, the Contractor shall continue the remainder of the Work in conformity with the terms of the Contract and in such manner as not to hinder or interfere with the performance of workmen employed and provided by the Owner.

13.3.5 The right to terminate this Contract for the convenience of the Owner (including but not limited to non-appropriation of funding) is expressly retained by the Owner. In the event of a termination for convenience, the Owner shall deliver at least ten (10) days advance written notice of the termination for convenience to the Contractor. Upon the Contractor's receipt of such written notice, the Contractor shall:

13.3.5.1 cease operations as directed by the Owner in the notice;

13.3.5.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

13.3.5.3 place no further orders or subcontracts for material, services, or facilities except as may be necessary or required for completion of such portion of the Work under the Contract that is not terminated;

13.3.5.4 assist the Owner as specifically requested, in writing, in the maintenance, protection, and disposition of property acquired by the Owner under the Contract;

13.3.5.5 transfer to the Owner title to Work completed for which payment is made to the Contractor; and

13.3.5.6 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

The Contractor shall then be paid by the Owner in accordance with the terms and provisions of the Contract Documents an amount not to exceed the actual labor costs incurred, the actual cost of all materials stored at the Project site or away from the Project site as approved by the Owner but not yet paid for and which cannot be returned, plus applicable overhead and profit, and actual, reasonable, and documented termination costs, if any, paid by the Contractor in connection with the Work in place which is completed and in conformance with the Contract Documents to the date of termination for convenience, less all amounts previously paid for the Work. Owner shall be liable for and Contractor shall not be entitled to payment for Work not performed, nor to overhead or profit on Work not performed or any other damages not expressly provided in this Section. The amounts owing by the Owner to Contractor pursuant to this Section shall be specified in Contractor's Final Application for Payment approved by Owner, which Application is subject to all requirements set forth in Article 9, to the extent applicable. Contractor's entitlement to receive its final termination payment under this provision shall require a final lien waiver from Contractor and from Subcontractors whose subcontracts are not being continued, such documents to be the same form and delivered under the same conditions as Final Payment absent a termination under this provision. Owner shall be entitled to take possession of the work and use copies of all files relating to performance of the Work of Contractor in completing the Work, except for confidential or proprietary information regarding Contractor.

13.4 TEMPORARY SUSPENSION OF THE WORK

13.4.1 The Work or any portion of the Work may be temporarily suspended by the Owner, for a time period not to exceed ninety days, immediately upon written notice to the Contractor for any reason, including but not limited to:

13.4.1.1 the causes described in Sections 13.3.1.1 through 13.3.1.9 above;

13.4.1.2 under other provisions in the Contract Documents that require or permit temporary suspension of the Work;

13.4.1.3 situations where the Work is threatened by, contributes to, or causes an immediate threat to public health, safety, or security; or

13.4.1.4 other unforeseen conditions or circumstances.

13.4.2 The Contractor shall immediately resume the temporarily suspended Work when ordered in writing by the Owner to do so. The Owner shall not under any circumstances be liable for any claim of the Contractor arising from a temporary suspension due to a cause described in Article 13.4.1 above; provided, however, that in the case of a temporary suspension for any of the reasons described under Articles 3.4.1.2 through 13.4.1.4, where the Contractor is not a contributing cause of the suspension or where the provision of the Contract Documents in question does not specifically provide that the suspension is at no cost to the Owner, the Owner will make an equitable adjustment for the following items, provided that a claim is properly made by the Contractor under Section 4.3 of these General Conditions:

13.4.2.1 an equitable extension of the Contract Time, not to exceed the actual delay caused by the temporary suspension as determined by the Design Consultant and the Owner;

13.4.2.2 an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable costs of properly protecting any Work that is finished or partially finished during the period of the temporary suspension (no profit and overhead shall be allowed on top of these costs); and

13.4.2.3 if it becomes necessary to move equipment from the Project site and then return it to the Project site when the Work is ordered to be resumed, an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable cost of these moves; provided, however, that no adjustment shall be due if the equipment is moved to another Project site of the Owner.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW; COMPLIANCE WITH LAWS AND REGULATIONS

14.1.1 This Contract shall be governed by the laws and case decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

14.1.2 This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Cibolo and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. The Contractor shall, during the performance of the Work, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended including, without limitation all (i) applicable zoning ordinances, building codes, fire and life safety codes; (ii) green building policies and regulations and sustainable building codes; (iii) Environmental Laws and flood disaster laws and regulations; (iv) applicable storm water, street, utility and other related infrastructure requirements; (v) requirements related to the use, removal, storage, transportation, disposal and remediation of hazardous materials; (vi) applicable laws relating to civil/human rights, including but not limited to (a) requirements under Titles VI and VII of the Civil Rights Act of 1964, as

amended, (b) the Equal Pay Act of 1963, (c) the Rehabilitation Act of 1973, and (d) the Age Discrimination in Employment Act requirements; (vii) laws pertaining to health or safety, including without limitation the Occupational Safety and Health Act of 1970 (84 U.S. Statutes 1590), as amended, and any applicable state programs, rules and regulations approved or provided thereunder; (viii) accessibility laws and codes, including but not limited to the Texas Accessibility Standards of the Architectural Barriers Act (TAS), Chapter 469 of the Texas Government Code, Elimination of Architectural Barriers, the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), the 2010 ADA Standards for Accessible Design, and current ADAAG Standards; (ix) Prevailing Wage Requirements under Tex. Gov't Code § 2258.001, et seq. as well as the Federal Labor Standards Act and any federal statute incorporated into Tex. Gov't Code § 2258.001, et seq; and (x) any other applicable local, state, and federal laws respecting the Project.

14.2 SUCCESSORS AND ASSIGNS

14.2.1 The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the promises, covenants, terms, conditions, and obligations contained in the Contract Documents. The Contractor shall not assign, transfer, or convey its interest or rights in the Contract, in part or as a whole, without the written consent of the Owner. If the Contractor attempts to make an assignment, transfer, or conveyance without the Owner's written consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract Documents. The Owner shall not assign any portion of the Contract Sum due or to become due under this Contract without the written consent of the Contractor, except where assignment is compelled by court order or other operation of law.

14.3 WRITTEN NOTICE.

14.3.1 Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by facsimile transmission or by mail, postage prepaid, or by overnight delivery to an officer, management level employee, or other designated representative of either party. Mailed notices shall be addressed to the parties at an address designated by each party, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed received as of three (3) days after mailing.

14.4 RIGHTS AND REMEDIES; NO WAIVER OF RIGHTS BY OWNER

14.4.1 The duties and obligations imposed on the Contractor by the Contract Documents and the rights and remedies available to the Owner under the Contract Documents shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or made available by law.

14.4.2 No action or failure to act by the Owner shall constitute a waiver of a right afforded the Owner under the Contract Documents, nor shall any action or failure to act by the Owner constitute approval of or acquiescence in a breach of the Contract by Contractor, except as may be specifically agreed in writing by Change Order or Supplemental Agreement.

14.5 INTEREST

14.5.1 The Owner shall not be liable for interest on any progress or final payment to be made under the Contract Documents, except as may be provided by the applicable provisions of the

Prompt Payment Act, Chapter 2251, Texas Government Code, as amended, subject to Section 9.6.1 of these General Conditions.

14.6 INDEPENDENT MATERIALS TESTING AND INSPECTION.

14.6.1 In some circumstances, the City will retain, independent of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the Project by the City. Such consultants will be selected in accordance with Section 2254.004 of the Government Code. The professional services, duties, and responsibilities of those independent consultants will be described in the agreements between the City and those consultants. The provision of inspection services by City shall not reduce or lessen Contractor's responsibility for the Work or its duty to establish and implement a program to monitor the quality of construction to guard the City against defects and deficiencies in the Work, required above. Contractor is fully and solely responsible for constructing the Project in strict accordance with the Construction Documents.

14.7 OFFICERS OR EMPLOYEES OF THE OWNER NOT TO HAVE FINANCIAL INTEREST IN ANY CONTRACT OF THE OWNER

14.7.1 Contractor acknowledges that it is informed that the Charter of the City of Cibolo and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City or any City agency, such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (1) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity. Pursuant to the subsection above, the Contractor warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. The Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code. Any violation of this article shall constitute malfeasance in office, and any officer or employee of Owner guilty thereof shall forfeit his office or position. Any violation of this section, with the knowledge, express or implied, of the person, persons, partnership, company, firm, association or corporation contracting with the Owner shall render the Contract involved voidable by the Owner's City Manager or City Council.

14.8 VENUE

14.8.1 This Contract is performed in Guadalupe County, Texas, and if legal action is necessary to enforce this Contract, exclusive venue shall lie in Guadalupe County, Texas.

14.9 INDEPENDENT CONTRACTOR

14.9.1 In performing the Work under this Contract, the relationship between the Owner and the Contractor is that of an independent contractor. The Contractor shall exercise independent judgment in performing the Work and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining the means and methods of performing the Work,

subject only to the requirements of the Contract Documents. No term or provision of this Contract shall be construed as making the Contractor an agent, servant, or employee of the Owner, or making the Contractor or any of the Contractor's employees, agents, or servants eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Owner provides to its employees.

14.10 NONDISCRIMINATION

14.10.1 As a condition of this Contract, the Contractor covenants that he will take all necessary actions to ensure that, in connection with any Work under this Contract, the Contractor and its Subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements.

The Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, the Contractor shall keep, retain and safeguard all records relating to his Contract or Work performed thereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

14.11 GIFTS TO PUBLIC SERVANTS

14.11.1 The Owner may terminate this Contract immediately if the Contractor has offered, conferred, or agreed to confer any benefit on a City of Cibolo employee or official that the City of Cibolo employee or official is prohibited by law from accepting.

14.11.2 For purposes of this Article, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

14.11.3 Notwithstanding any other legal remedies, the Owner may require the Contractor to remove any employee of the Contractor from the Project who has violated the restrictions of this Article or any similar State or Federal law, and may obtain reimbursement for any expenditures made to the Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City of Cibolo employee or official.

ARTICLE 15. RIGHT TO AUDIT CONTRACTOR'S RECORDS

15.1 By execution of the Building Construction Services Agreement, the Contractor grants the Owner the right to audit, at the Owner's election, all of the Contractor's records and billings relating to the performance of the Work under the Contract Documents. The Contractor agrees to retain its Project records for a minimum of four (4) years following completion of the Work. The Owner agrees that it will exercise the right to audit only at reasonable hours. Any payment, settlement, satisfaction, or release provided under this Contract shall be subject to the Owner's rights as may be disclosed by any audit.

END

SUPPLEMENTARY CONDITIONS

A. SCOPE

These Supplementary Conditions amend or supplement the General Conditions. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor four (4) copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-3.03 Add a new paragraph immediately after paragraph 3.03.B.1.b which is to read as follows:

SC-3.03.B.1.c In the case of discrepancies between the Contract Documents, the following order of precedence shall apply in resolving discrepancies:

- (1) Construction Agreement
- (2) Addenda (with those of later date having precedence over those of earlier date)
- (3) Special Conditions
- (4) Supplementary Conditions
- (5) Drawings (including Drawing Notes)
- (6) Technical Specifications
- (7) Referenced Standard Technical Specifications
- (8) General Requirements
- (9) Bid or Proposal Documents, including the Contractor's Bid or Proposal Form (to the extent such Bid or Proposal submitted by the Contractor is not consistent with other portions of the Contract Documents)
- (10) General Conditions

SC-4.01 Delete Paragraph 4.01.A in its entirety and insert the following new paragraph in its place:

- A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

SC-4.05 Delete Paragraph 4.05.C.2 in its entirety and insert the following new paragraph in its place:

- C.2. Abnormal / Unusual Inclement Weather - When establishing the Contract Time, the Owner and the Contractor have taken into consideration the normal number of days of inclement weather for each month during which the Project shall be constructed. A list of the normal inclement weather days for each such month is included in the Contract Documents, "Weather Data Sheet." In case of claims for extension of time because of unusual inclement weather, that is, a number of inclement weather days greater than normal as set out in the Weather Data Sheet, such extension of time will

be granted only to the extent that such unusual inclement weather prevented the execution of Work on normal working days and affected the critical path of the work. "Normal working days" will be Mondays through Fridays, exclusive of legal holidays. "Unusual inclement weather, as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the records at the location of the Work. If unusually inclement weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating such conditions, the fact that the same could not have been reasonably anticipated, and the fact that such conditions had an adverse effect on the scheduled construction.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- A. The following drawings of physical conditions relating to existing surface or subsurface facilities at or adjacent to the Site are known to Owner:
 - 1. Drawings *prepared by the City of Cibolo and entitled "Cibolo Valley Drive Rehabilitation Project"*.
 - a. None of the contents of such drawings is As Built Data on whose accuracy Contractor may rely.
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents at Cibolo City Hall located at 200 S Mian Street, Cibolo, Texas 78108 during regular business hours, or may request electronic copies from Engineer.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.A.4:

- 5... No rock clauses accepted. If rock is encountered in the excavation no additional payment will be allowed.

SC-6.02 Replace 6.02.A with the following sentence:

- A. The Contractor shall obtain and maintain insurance as required in this Article, in the Supplementary Conditions, and as outlined in the attached Insurance Requirements Schedule.

SC-6.02 Remove paragraph 6.02.D.

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-7.14.B CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with all Laws and regulations. CONTRACTOR shall provide a centralized location for the maintenance of the

material safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of any employer on the Site.

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re- testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

++END OF SECTION++

EXHIBIT B
CONTRACTOR'S BID PROPOSAL

EXHIBIT C
DAVIS BACON WAGE RATES

EXHIBIT D
CONTRACTOR'S CERTIFICATE OF INSURANCE

EXHIBIT E
FORMS

Performance Bond
Payment Bond
One Year Maintenance Bond
One Year Surface Correction Bond

Conditional Waiver and Release Upon Progress Payment
Monthly Subcontractor Payment Reporting Form
Conditional Waiver and Release Upon Final Payment
Affidavit of Bills Paid
Contractor's Certification of Final Completion
Non-Use of Asbestos and Lead Base Paints Affidavit

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____ (Contractor) of the City of _____, County of _____, and State of Texas, as Principal, and _____ authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Cibolo (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, for construction of: _____ (the "Contract"), which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, within the time provided therein and any extensions thereof that may be granted by the Owner, and during the life of any guarantees or warranties contained in or required under said Contract, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20_____.

Principal
BY: _____
TITLE: _____
ADDRESS: _____

Surety
BY: _____
TITLE: _____
PHYSICAL ADDRESS: _____

MAILING ADDRESS FOR NOTICE OF CLAIMS:

TELEPHONE: _____
LOCAL RECORDING AGENT
PERSONAL IDENTIFICATION NUMBER:

The name and address of the Resident Agent of Surety is:

STATUTORY PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____ (Contractor) of the City of _____, County of _____, and State of Texas, as Principal, and _____ authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto City of Cibolo (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, for construction of: _____ (the "Contract"), which Contract is hereby referred to and make a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a Sub-Contractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 20____.

Principal

BY: _____

TITLE: _____

ADDRESS: _____

Surety

BY: _____

TITLE: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS FOR NOTICE OF CLAIM: _____

TELEPHONE: _____

LOCAL RECORDING AGENT

PERSONAL IDENTIFICATION NUMBER: _____

The name and address of the Resident Agent of Surety is:

ONE-YEAR MAINTENANCE BOND

THAT WE, _____, as Principal, hereinafter called Contractor, and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Cibola ("CITY") in the sum of \$ _____, for the payment of which sum to be made to the CITY and its successors, Contractor and Surety do bind themselves, their successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the CITY for _____ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the CITY, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 13.7.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect. Notices required or permitted hereunder shall be in writing and shall be deemed delivered when given in accordance with the definition of Written Notice in the General Conditions of the Contract.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and Surety has attached its current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST/SURETY WITNESS: _____

Full Name of Surety

(SEAL)

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ONE-YEAR SURFACE CORRECTION BOND

THAT WE, _____
_____, as Principal, hereinafter called Contractor, and the other subscriber hereto,
, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Cibolo ("CITY") in the sum of \$ _____ such sum
being equal to four percent of the Original Contract Price, for the payment of which sum to be made to the CITY and its successors,
Contractor and Surety do bind themselves, their successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has entered into a Contract in writing with the CITY dated of even date herewith, for _____
_____, all of such work to be done in accordance with the Contract documents
therein referred to, and adopted by the CITY.

NOW THEREFORE, if the Contractor shall comply with the provisions of the General Conditions, and repair, replace, restore, and
correct surface work associated with backfill operations of subsurface work not in accordance with the Contract documents discovered
within one year from the date that the One-year Maintenance Bond has expired, then this obligation shall become null and void, and shall
be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier,
on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail,
return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other
address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below
their signatures.

ATTEST, SEAL: (if a corporation) _____
WITNESS: (if not a corporation) Name of Contractor

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____

ATTEST/SURETY WITNESS: _____
(SEAL) Full Name of Surety
Address of Surety for Notice
Telephone Number of Surety

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: Attorney-in-Fact
Date: _____ Date: _____

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Legal Project Name: _____

CITY Contract No.: _____

Contractor's Company Name ("Contractor"): _____

Address: _____

On receipt by Contractor of a check from the City of Cibolo ("CITY") in the sum of \$ _____ payable to Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to waive and release any and all rights, claims and causes of action which Contractor may have against CITY, including but not limited to any and all claims for costs, expenses and damages incurred by Contractor, arising out of or related to all labor, materials, equipment and/or services furnished for incorporation in or use or work on the Project, through the period ending _____ [end date of current pay period] (the "Pay Period"), except to the extent of any contractual retainage withheld from Contractor, and except for the following pending claims, if any:

<u>Description of Claim</u>	<u>Amount (\$)</u>
_____	_____

Contractor warrants that Contractor has already paid or will use the funds received from this progress payment to promptly pay in full all amounts due the Contractor's laborers, Subcontractors, materialmen, vendors and suppliers for all work, materials, equipment, and/or services provided for or to the above referenced Project through the Pay Period.

Date _____
_____ (Contractor representative printed name)

By: _____ (Signature)
_____ (Title)

This instrument was executed and acknowledged before me on this ___ day of _____, 20____, by _____, known to me as the person whose name is subscribed above, as _____ [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas
My Commission Expires: _____

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: _____

CITY Contract No.: _____

Contractor's Company Name: _____

Address: _____

CERTIFICATION

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ [title] of _____ [Contractor], and, upon oath, after first being duly sworn, deposed and stated:

My name is _____ and I am the _____ [title] of _____ [Contractor], hereinafter referred to in this affidavit as "Contractor". The facts set forth herein are within my personal knowledge and are true and correct, and I am competent and authorized to make this affidavit on behalf of Contractor.

Contractor has paid each and all of its Subcontractors, laborers, suppliers, vendors and materialmen, if any, in full, for all work, labor, materials, equipment and/or services provided to Contractor for incorporation in or use or work on the Project, through the period ending _____ [end date of last paid pay period] (the "Pay Period"), except to the extent of any contractual retainage withheld by Contractor, or other amounts withheld by Contractor for defective work or otherwise in accordance with its contract with any Subcontractor, laborer, supplier, vendor or materialman and identified in the Payment Notifications described below.

Contractor acknowledges that CITY is relying on Contractor's statements and representations herein in making payment for Work performed on the Project. Contractor agrees to indemnify CITY from any and all loss, cost or expense, including but not limited to attorneys' fees incurred, resulting from any false or incorrect information contained in this affidavit."

EXCEPTION: Contractor sent Payment Notifications to the following Subcontractors, laborers, suppliers, vendors or materialmen explaining why Contractor withheld payment, copies of which are attached:

Name: _____

Name: _____

Street Address: _____

Street Address: _____

City, State, and Zip Code: _____

City, State, and Zip Code: _____

Amount of Payment Withheld: _____

Amount of Payment Withheld: _____

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Legal Project Name: _____

CITY Contract No.: _____

Contractor's Company Name ("Contractor"): _____

Address: _____

On receipt by Contractor of a check from the City of Cibolo ("CITY") in the sum of \$_____ payable to Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to waive and release any and all rights, claims and causes of action which Contractor may have against CITY, including but not limited to any and all claims for costs, expenses and damages incurred by Contractor, arising out of or related to all labor, materials, equipment and/or services furnished for incorporation in or use or work on the Project, except for the following pending claims, if any:

<u>Description of Claim</u>	<u>Amount (\$)</u>
_____	_____

Contractor warrants that Contractor has already paid or will use the funds received from this payment to promptly pay in full all amounts due the Contractor's laborers, Subcontractors, materialmen, vendors and suppliers for all work, materials, equipment, and/or services provided for or to the above referenced Project.

Date _____

_____ (Contractor representative printed name)

By: _____ (Signature)

_____ (Title)

This instrument was executed and acknowledged before me on this ____ day of _____, 20____, by _____, known to me as the person whose name is subscribed above, as _____ [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas

My Commission Expires: _____

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, party to that certain Contract entered into on the ___ day of _____, 20___, between **City of Cibolo** (Owner) and _____ for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Project Name: _____

CITY Contract No.: _____

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds City of Cibolo, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

Contractor Signature

Printed Name

Title

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 20___.

_____ Notary Public in and for _____ County, Texas.

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF:

Legal Project Name: _____

CITY Contract No.: _____

Contract Dated: _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ who, being by me duly sworn, on his oath says that he or she represents _____, the Contractor who has performed a contract with the City of Cibolo ("CITY") for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the CITY; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the CITY; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

SWORN AND SUBSCRIBED before me on

Affiant's Signature

Date

Notary Public in and for the State of TEXAS

Print or type name

My Commission Expires: _____

CITY USE ONLY

THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

CITY Inspector or Owner Representative

Print or type name

Date

CITY Project/Construction Manager or Owner Representative

Print or type name

Date

Approved:

Division/Department Approval

Print or type name

Date

Non-Use of Asbestos and Lead Base Paints Affidavit

BEFORE ME, the undersigned authority, personally appeared the Affiant who, being by me first duly sworn, upon oath deposed and stated:

My name is _____, hereinafter known as Affiant. I am the _____
_____ of _____, hereinafter known as CONTRACTOR.

I am fully competent to make this affidavit. I have personal knowledge of the facts set forth below and they are all true and correct.

WHEREAS CONTRACTOR was awarded a Contract for, and was the Prime CONTRACTOR for the construction of

Legal Project Name: _____

Project Address: _____

herein after known as Project, for the City of Cibolo, herein known as OWNER and

WHEREAS asbestos and lead paint in a dust form is a recognized health hazard, and

WHEREAS the CONTRACTOR desires not to have any asbestos or lead paint containing materials used or incorporated into the construction of the Project;

THEREFORE the CONTRACTOR affirms and understands the following:

1. The CONTRACTOR, any person, firm or organization representing or represented by the CONTRACTOR, or employed by the CONTRACTOR has not caused or allowed any material to be incorporated into the construction of the project, or allowed any building material on the project site that is an asbestos containing material and/or lead base paints or any other material defined as containing asbestos and lead paint by any laws, rules or regulation promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority of either of those entities.

2. Realizing that there were some materials in which a satisfactory non-asbestos containing material or lead base paints could not be obtained, the Consultant received prior approval from the OWNER before specifying any such asbestos containing material or lead based paints. Those approved materials were the only asbestos containing materials and lead based paints incorporated into the construction of the Project and are listed below, with their locations:

3. The CONTRACTOR certifies and affirms their understanding that if any asbestos containing materials and lead paint products not approved by the City of Cibolo for inclusion into the Project, are determined, as a result of any inspection and sample analysis performed by an individual(s) and/or firm(s) certified and/or licensed to perform such inspection by the United States Government and/or the State of Texas, to have been incorporated into the construction of the Project, or brought onto the site of the Project, the OWNER shall look to the CONTRACTOR for reimbursement of any and all costs incurred in the removal and/or other abatement of said asbestos containing materials and lead based paints.
4. CONTRACTOR further understands that OWNER shall also look to the CONTRACTOR for any and all damages to OWNER which result from the inability of the OWNER to use any portion or all of the Project due to the incorporation of asbestos containing materials that have not been approved by OWNER.
5. CONTRACTOR further understands that OWNER will pursue reimbursement of any said cost and compensation for any said damages from the CONTRACTOR by any and every means within OWNER's right and power.

Signature of Affiant: _____

Printed Name : _____

Title: _____

This instrument was executed and acknowledged before me on this ___ day of _____, 20_____, by _____, known to me as the person whose name is subscribed above, as _____ [title] of _____ [company], on behalf of and as the authorized act of said entity.

Notary Public in and for the State of Texas

Printed Name of Notary

My Commission Expires: _____

**EXHIBIT F
TECHNICAL SPECIFICATIONS
AND
DRAWING**

(These may be provided in separate attachments.)

This Agreement is made using federal assistance provided to the CITY OF CIBOLO by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). JM Pipeline LLC_____ agrees to comply with AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM attached hereto as ATTACHMENT 1 and incorporated by reference for all purposes herein. Violations of any term contained therein shall be considered a material breach of this Agreement”

ATTACHMENT 1

AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM

Notice: The agreement, contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of CIBOLO by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Cibolo; by ARPA and its implementing regulations; and as established by the Treasury Department. Contractor shall take all reasonable and necessary steps and shall flow down all contract clauses necessary herein to lower tier subcontractors and/or vendors to enable the City of Cibolo to comply with U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (hereinafter “CLFRF Terms and Conditions”), section 603 of the Social Security Act (the Act), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement. If any CLFRF Terms and Conditions or federal provision or law incorporated herein refers specifically to another provision as governing arrangements under the CLFRF Terms and Conditions or contracting guidelines, then such other provision also is incorporated herein by reference and Contractor and all lower-tier subcontractors or vendors shall be required to comply with its terms.

This Addendum and the agreement, contract or purchase order to which it is attached are intended to be read harmoniously together; however, in this case of conflicts, this Addendum shall supersede and take precedence over the agreement, contract or purchase order and any scope of work.

- 1. Equal Opportunity.** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment

because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Small, Minority and Women Business Enterprises (2 CFR §200.321) (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), and small business *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that small, women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of Cibolo. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PART 2 - *PURCHASES OVER \$100,000 - CONTRACTORS MUST SIGN THE CERTIFICATION ON THE LAST PAGE OF THIS ADDENDUM*

5. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the City of Cibolo, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the

performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT (APPLIES TO PURCHASES OF MORE THAN \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Cibolo and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(A) Procure or obtain;

(B) Extend or renew a contract to procure or obtain; or

(C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company** or **ZTE Corporation** (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

11. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent **practicable** under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROCUREMENT OF RECOVERED MATERIALS: (APPLIES ONLY IF THE WORK INVOLVES THE USE OF MATERIALS)

- (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. RECORD RETENTION

PART 3 -

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

15. Energy Efficiency And Conservation, 2 CFR § 200.326 Appendix II to Part 200 (H) If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

16. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Contractor's authorized official

(Print name of person signing above)

(Print title of person signing above)



City Council Regular Meeting Staff Report

G. Discussion/Action on Potential Modification to FY25 CIP Fire Fleet Replacement Plan. (Chief Troncoso)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12G.
From	
Mario Troncoso, Fire Chief	
Staff Contact(s)	
Mario Troncoso,	

PRIOR CITY COUNCIL ACTION:

City Council adoption of the FY25 Capital Improvement Program, including \$500,000 for a third Brush Truck for the Fire Department.

BACKGROUND:

The Fire Apparatus Replacement Plan has been fundamental over the last several years to improving safety and reliability, operational efficiency, compliance with regulations, and cost management. City Council’s support to fund fleet replacement through the Capital Improvement Program has allowed the department to proactively order engines and vehicles to provide first class fire protection services. However, even with a plan in place, there are times when we must pivot based on data/real world events to make well-informed decisions. Since the Council’s approval of a fleet replacement starting with the FY21 budget (see below for annual vehicle orders), the Fire Department has experienced unforeseen vehicle breakdowns, extended periods of vehicles out of service, and an incident with an engine burning at a scene. Based on these facts, it may be time to deviate from the FY25 Fire Apparatus Replacement Plan, which is intended to purchase a 3rd brush truck, and use the funds to accelerate the purchase of fire engine for Fire Station 3.

Tonight, **City staff is seeking direction from City Council on redirecting the FY25 Capital Improvement purchase of a Brush Truck [\$500,000] to acquire a “stock list” fire engine truck given the current status of the fire fleet.** The redirection of \$500,000 would add to the \$774,936 insurance claim settlement, equaling more than \$1.2 million, to purchase a fire engine truck from Siddons-Martin’s available stock list. The estimated replacement cost for the burnt fire engine truck is around \$1.1 million. The City would issue debt to purchase a new engine and outfit it with equipment.

The following provides a high level overview of best practices, fleet replacement plan, and data and facts about multiple engine repairs and one major incident over the past 2 years.

Best Practices and Fleet Replacement Plan

A fire department fleet replacement plan is crucial for the following reason:

I. **Safety and Reliability**

- a. Apparatus [Fire Truck, Engine, Brush Trucks, etc.] must be maintained and kept in top-notch running condition to respond quickly and efficiently to emergencies and maintain public safety.
- b. Proactive replacement ensures the department's equipment remains dependable and functional, lowering the probability of disruptions during critical events and emergencies.

II. Operational Efficiency

- a. Outdated apparatus may lack state-of-the-art technology or performance features, potentially hindering response times and compromising operational efficiency.
- a. Advanced features in newer models enhance the efficiency of firefighting and rescue efforts.

III. Cost Management

- a. Through proactive replacement planning, the department can minimize large expenditures associated with unexpected equipment failures or expensive repairs.
- a. Establishing a scheduled replacement cycle enables proactive budget allocations, reducing the risk of financial strain.

IV. Compliance with Regulations

- a. Many jurisdictions often have safety standards and regulations governing fire apparatus, which older vehicles may no longer meet over time, resulting in potential legal or operational concerns.

The industry standards for fire apparatus adhere to the following guidelines:

- a. A front-line Apparatus is recommended for **Ten (10) years** and then moved to Reserve Status for **Five (5) years** – not to exceed a total of **Fifteen (15) years**.
- b. We currently have Two (2) Engines at or over Fifteen (15) years of age.

The following Capital Improvement projects have been implemented over the years to upgrade our apparatus fleet and replace aging vehicles:

- Two (2) Brush Trucks – Paid out of FY21 Budget and 2022 Tax Note
 - **Brush Truck 10** – Stationed at FS1
 - **Brush Truck 30** – Stationed at FS3
- One (1) 107' Ladder Truck – Paid with 2022 Tax Note
- One (1) new fire engine paid with a 2023 Tax Note.

The following Capital Improvement Projects have been identified with the support of council:

FY2024 | One (1) 100' Platform Ladder Truck – Projected delivery will be in late 2026

One (1) Engine – Projected delivery in Mid – 2026

FY2025 | Brush Truck [\$500,000] – Fire Station No. 4.

Data and Facts

Over the past year, the Fire Department has experienced multiple engine repairs and one major incident impacting 2018 Ferrara Engine (see the chart below). Engine 20 is still undergoing repairs, and the Reserve Engine is in service at FS1. The addition of the new engine this month has enabled us to discontinue utilization of our neighboring city's apparatus. We graciously thank the City of Selma and City of Live Oak Fire Departments for the use of their loaner fire trucks.

FIRE STATION	APPARATUS	RESERVE UNITS
FIRE STATION 1	TRUCK 40 <ul style="list-style-type: none">◦ Currently in shop for preventative maintenance Reserve E11 <ul style="list-style-type: none">◦ Currently being used until Truck 40 returns from preventative maintenance	NO RESERVES
FIRE STATION 2	Quint 20 <ul style="list-style-type: none">◦ Engine 20 is currently in the shop for repairs	NO RESERVES
FIRE STATION 3	Engine 30 (New Apparatus)	NO RESERVES
2018 Ferrara ENGINE	Out of Service <ul style="list-style-type: none">◦ Due to catching fire in 2/2024	
RESERVE ENGINE	No Reserve Engine Available	

Further, on February 23, 2024 – E30 (2018 Ferrara) caught fire while responding to a service call. Below is a timeline of events:

- An insurance claim was filed with TML
- Bagget Claim Services was assigned to assess the fire damage.
- The first damage assessment indicated that the repair cost reached the 69% threshold of its overall value [\$534,589]
- For the apparatus to be deemed a total loss, repair cost must exceed 75% of the adjusted value [\$774,936]
- Upon my request, TML conducted another engine damage assessment, which uncovered previously unreported damage beyond the initial evaluation.

- Due to the new findings, TML has classified the vehicle as a total loss, granting us the total agreed value [\$774,936]
- The estimated replacement cost for the burnt engine would be around \$1.1 million.

Data-driven Decision-Making: Adjusting the CIP Plan

To stay on schedule with our Fire Apparatus Replacement Plan, would the City Council consider redirecting the FY25 Capital Improvement purchase of a Brush Truck [\$500,000] to acquire a “stock list” fire engine truck given the current status of the fire fleet?

It is my recommendation that investing these funds into a purchase of a fire engine truck will have a greater impact on sustaining high-level fire protection services than acquiring a new brush truck for Fire Station 4, which is not expected to open until late 2026.

The redirection of funds totaling \$500,000 and the \$774,936 insurance claim would generate around \$1.2 million to purchase an engine from Siddons-Martin’s available stock list. To clarify, a stock list truck features an engine already in active production, reducing the delivery time to 7-11 months from the standard 24 months.

Due to the high demand, engines on the stock list are purchased quickly. I recommend preparing a purchase order to secure an apparatus that suits our needs and requirements and facilitates a timely purchase.

This is the recommended direction for staying on track with our Fire Apparatus Replacement Plan. A well-structured Plan guarantees safety, efficiency, cost-effectiveness, and sustained operational readiness to serve our community.

STAFF RECOMMENDATION:

The redirection of funds up to \$500,000 to be used with the \$774,936 insurance claim to purchase an engine from Siddons-Martin’s available stock list (BuyBoard) and to purchase necessary equipment to outfit the engine.

FINANCIAL IMPACT:

This does not increase the approved amount of funds for fire apparatus in FY25 budget. Instead, this would redirect the \$500,000 from the purchase of a brush truck to a fire engine truck.

MOTION(S):

I move to redirect the FY25 Capital Improvement purchase of a Brush Truck [\$500,000] to acquire a “stock list” fire engine truck given the current status of the fire fleet.



City Council Regular Meeting Staff Report

H. Discussion/Action and authorizing the City Manager to sign the Interlocal Agreement for Fire Protection Services with Guadalupe County and the City of Cibolo. (Chief Troncoso)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12H.
From	
Mario Troncoso, Fire Chief	

PRIOR CITY COUNCIL ACTION:

On April 11, 2023, the City Council directed staff to negotiate a three-year contract for FY24 - FY26. A meeting was held with Judge Kyle Kutscher to discuss the FY24 contract and there was agreement to move forward with a three-year agreement with the first-year contract price of \$133,245 for FY24 and the next two years not to exceed a 10% increase for each year. The Guadalupe Judge and County Court will determine that increase for years two and three based on calls for service and operating expenses.

BACKGROUND:

Our Current County Contract is \$133,245 for year one (1) of three (3). On May 28, 2024, a letter was sent to the Guadalupe County Fire Marshal office requesting a 10% increase (\$13,325.00) for year (2) two of three (3). The total amount funded with a 10% increase equals \$146,570. This amount is estimated to cover the fire service provided by the City of Cibolo's Fire Department in the unincorporated area around the city limits in Guadalupe County based on historic calls for service.

STAFF RECOMMENDATION:

Staff recommends the agreement for year two in the amount of \$146,570 for FY25. This is a 10% increase from last year.

FINANCIAL IMPACT:

This ILA will provide \$146,570 in revenue to the General Fund to cover the expense associated with the City of Cibolo providing fire protection services outside of the city limits.

MOTION(S):

I move to authorize the City Manager to sign the Interlocal Agreement for Fire Protection Services with Guadalupe County and the City of Cibolo of \$146,570. for FY25.

Attachments

[Presentation - Guadalupe County FY25 Fire Services ILA FY2025.pdf](#)

[Letter from Fire Chief Troncoso to Guadalupe County Fire Marshal Pinder for FY25.pdf](#)

[Guadalupe County Cibolo ILA Fire Emergency Services FY 25.pdf](#)

Interlocal Agreement for Fire Protection services between Guadalupe County and The City of Cibolo

Presented By
Mario Troncoso, Fire Chief
City Council, October 15, 2024



Presentation Overview

- Letter to Guadalupe County Fire Marshal (see attachment)
- ETJ/County Response for the past four years
- Interlocal Revenue Increases over the past four years



Letter to Guadalupe County for Fire Service FY25

- On April 11, 2023, The City Council directed staff to proceed with negotiation for a Three-year contract for FY24-FY26
- Request sent to Guadalupe County Fire Marshall office on May 28, 2024
- Cibolo Fire Department worked directly with Guadalupe County to negotiate a 10% funding increase (\$13,325).

FY24 133,245. TO FY25 \$146,570.



Calls for service Breakdown

Calls in the ETJ/COUNTY 110

Cibolo fire responded to 93

Schertz Fire responded to 6

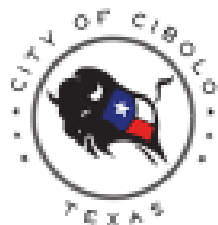
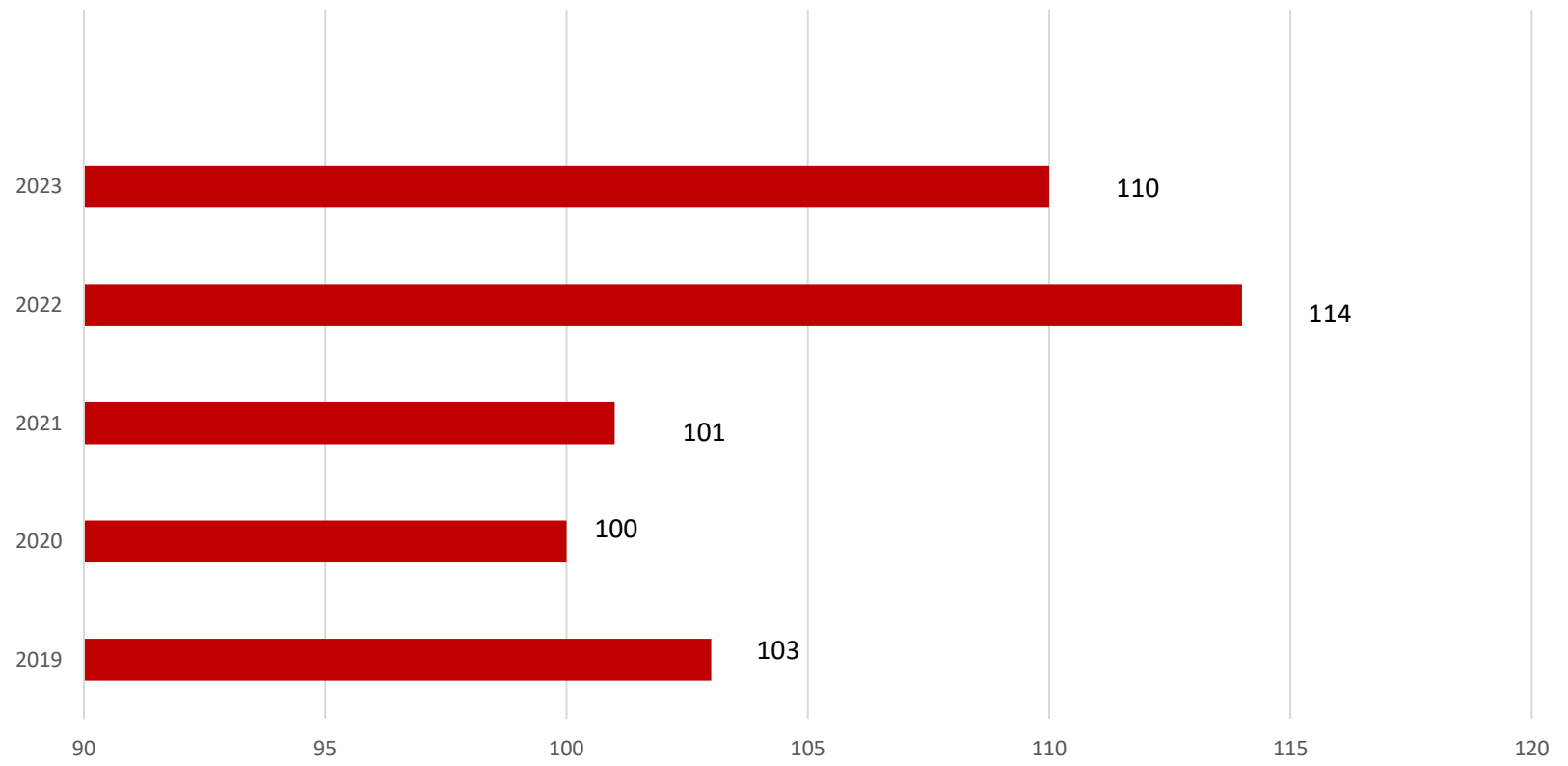
Canceled en route 11

\$1,337. 93 CFS = \$124,341.

FY24 ILA \$133,245.



Guadalupe County/ETJ Responce



Interlocal Revenue Increases over the past Four Years

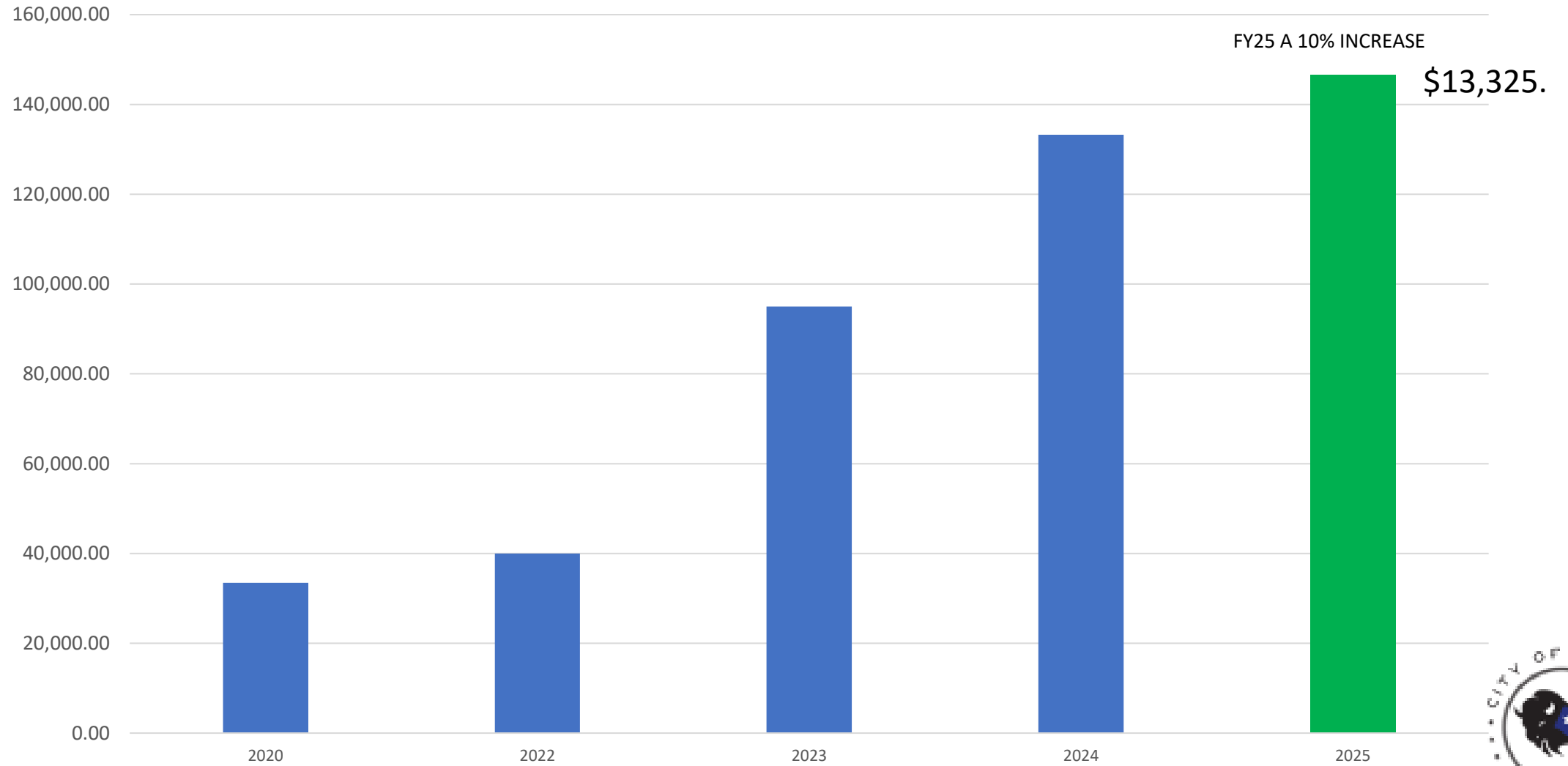
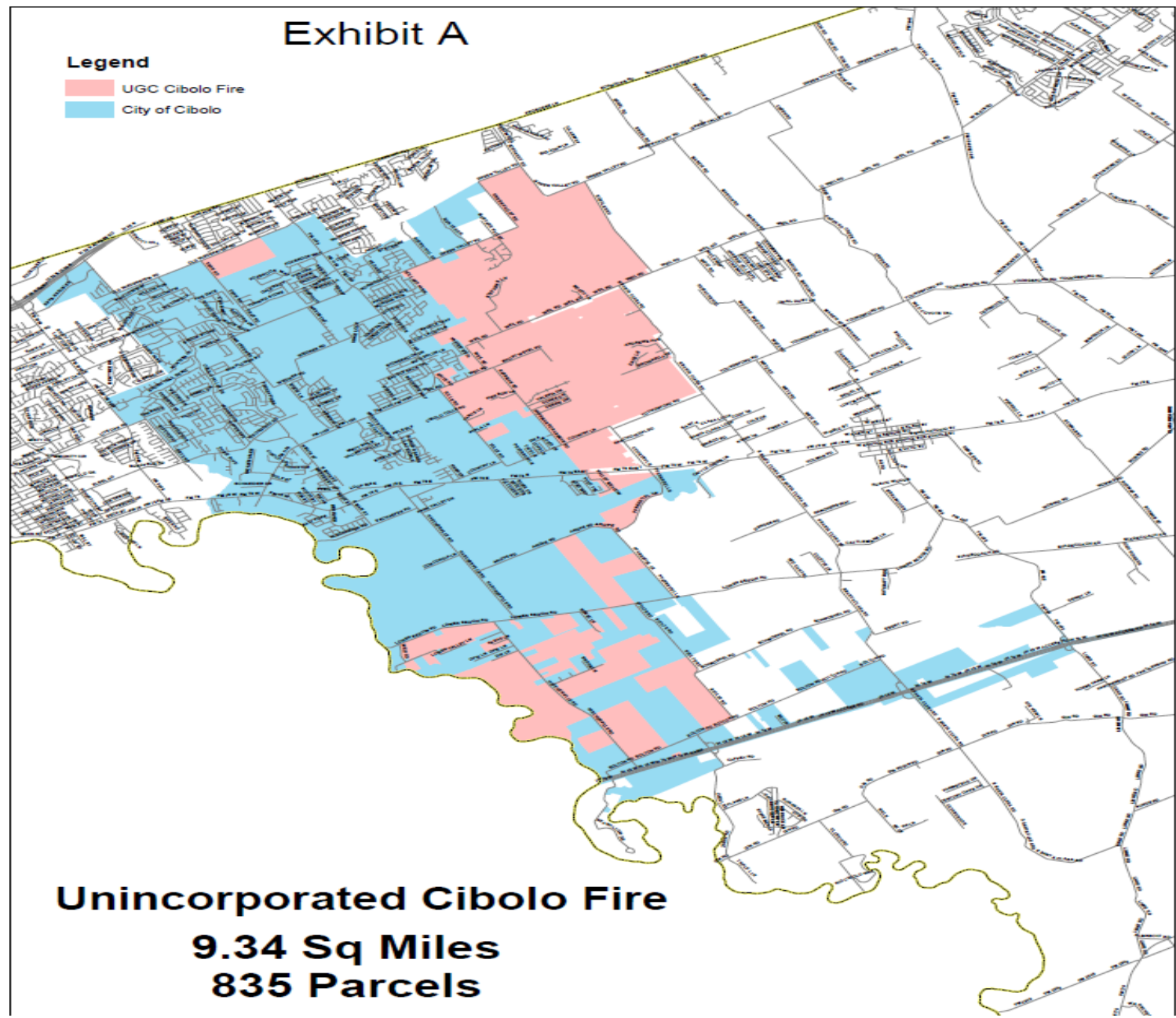


Exhibit A

- Legend**
- UGC Cibolo Fire
 - City of Cibolo



Unincorporated Cibolo Fire
9.34 Sq Miles
835 Parcels



Letter to Guadalupe County Fire for Service FY25

- Cibolo has requested funding in the amount of \$146,570 for year two of this three-year contract for fiscal year FY25.
- This additional funding is due to the residential and commercial growth in the Guadalupe County/Cibolo ETJ area.



FY25 Staff Recommendation

- Staff recommends year two agreement of \$146,570 for FY25

Thank you for your attention!
Do you have any questions?





CIBOLO FIRE DEPARTMENT

Office of Fire Chief



Mr. Patric Pinder
Guadalupe County Fire Marshal
101 E Court St
Seguin, TX 78155

May 28, 2024

Dear Fire Marshal Pinder,

Our Current County Contract is \$133,245 for year one (1) of three (3). I am writing to request a 10% increase (\$13,325.00) for year (2) two of three (3). The total amount funded with a 10% increase would be \$146,570.00 for FY25 to cover the fire service in Guadalupe County ETJ. As our county grows and develops, the demand for our fire service has significantly increased. We must provide our fire service with the necessary resources to ensure the safety and well-being of our residents.

Over the past few years, Guadalupe County's population has grown substantially, leading to an increased number of emergency calls and a higher demand for fire protection services. Additionally, our firefighters face new challenges, including more frequent and severe wildfires and the need for advanced training and equipment to address diverse emergencies, from hazardous materials incidents to complex rescues.

A 10% increase in funding would allow our fire service to:

1. **Improve Response Times:** By hiring additional personnel and upgrading equipment, we can ensure our firefighters respond more quickly and efficiently to emergencies.
2. **Enhance Training Programs:** Comprehensive training is essential for our firefighters to stay updated on the latest firefighting techniques and safety protocols, which are crucial for effective emergency response.
3. **Upgrade Equipment and Technology:** Modern and well-maintained equipment is vital for the safety of our firefighters and the effectiveness of their response. Updated technology can also play a crucial role in improving communication and coordination during emergencies.
4. **Expand Community Outreach and Education:** Increasing public awareness and education on fire prevention and safety can significantly reduce the risk of fires and improve overall community safety.



CIBOLO FIRE DEPARTMENT

Office of Fire Chief



The proposed increase in funding is not just an expenditure but an investment in our Citizens of Guadalupe County by maintaining and enhancing the safety standards that the residents of Guadalupe County expect and deserve.

Thank you for your attention to this important matter. I am confident that, with your support, we can continue to provide exceptional fire protection and emergency services to our community.

Sincerely,

Mario Troncoso
Fire Chief
City of Cibolo

STATE OF TEXAS

COUNTY OF GUADALUPE

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN
GUADALUPE COUNTY AND THE CITY OF CIBOLO**

This agreement is entered into by and between **Guadalupe County** (“County”) and the **City of Cibolo** (“Cibolo”), a municipal corporation situated in Guadalupe County, Texas (collectively the “Cities”).

Authority is granted pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, Guadalupe County desires to provide fire protection services to citizens of the County residing outside the city limits of the City of Cibolo, in an area more particularly described in **Exhibit "A"** attached hereto and incorporate herein, hereinafter called the "designated area"; and

WHEREAS, Guadalupe County desires to provide backup fire protection services to the Volunteer Fire Departments serving the unincorporated areas described in the above **Exhibit "A"** attached hereto and incorporate herein, hereinafter called the " mutual aid designated area; and

WHEREAS, the City of Cibolo currently provides fire protection services to their respective residents with fulltime professional personnel on a twenty-four hour, seven days a week basis and are willing to provide such services to certain areas of the County, according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the County and Cibolo agree as follows:

I.

The purpose of this agreement is to allow Cibolo to provide fire protection services to the designated areas as described in **Exhibit "A,"**. Additionally, the cities will provide mutual aid backup fire protection services as needed to mutual aid designated areas of Guadalupe County as described in **Exhibit "B"**.

II.

The term of this agreement shall be for three years, beginning October 1, 2023 and ending September 30, 2026.

III.

Cibolo agrees to provide fire protection services to the designated areas including extrication and other rescue services to support the EMS contract. Said services shall be provided from existing fire station locations within City of Cibolo. It is understood and agreed that the firefighting equipment and personnel of Cibolo shall give priority to calls within its City at all times. In the event of such emergency, the Cibolo Fire Department will call upon its mutual aid agreements to provide next available units.

IV.

Guadalupe County agrees to pay an annual sum of **\$146,570** to the City of Cibolo for services rendered under *this* agreement for the first year under the contract. The County agrees that the sum is to be paid to the City in monthly payments of **\$12,214.16**, paid no later than the first day of the month for services in the preceding month.

Not later than 90 days prior to September 30th of each year following the initial contract year, the City may request an increase in the fee based on the percentage increase for the previous twelve (12) month period not to exceed ten (10%) percent of the annual fee for the previous year. The County shall determine whether it accepts or reject the requested increase by the City. If for any reason, the County rejects the requested increase by the City may continue the agreement under the fee for the previous year or terminate the agreement with 30 days notice. Termination of this agreement under this section has an effective termination date of September 30th following the notice of termination by the City.

V.

The Cities agree that all equipment and personnel of Cibolo used in the provision of services hereunder shall be and remain the sole management and budgetary authority of the City Manager. The expenses of repairing or replacing equipment or vehicles which may be damaged or destroyed while responding to an emergency shall be the expense of the City of Cibolo unless caused by the negligent act of the County or any other responding party. Volunteer firefighters will be required to submit to post-accident drug and alcohol testing. Also, the County may provide heavy equipment and operators when requested, if available, to assist the Fire Department in controlling an emergency situation. The County will assume the cost of this assistance.

VI.

No amendment, modification, or alteration shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Cities.

VII.

Notice to the County shall be delivered to the County Judge, Guadalupe County, and 101 E. Court St. STE 300, Seguin, Texas 78155. **Notice to the City** shall be delivered to the City Manager, City of Cibolo, 200 S. Main Street, Cibolo, and Texas.78108. This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective legal representatives, successors and assigns where permitted by the agreement.

VIII.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX.

This Agreement constitutes the sole and only agreement of the Cities and supersedes any prior understandings or written or oral agreements between and the Cities respecting the subject matter.

X.

Pursuant to Texas Government Code 791.006, the governmental unit that would have been responsible for furnishing the services in the absence of a contract is responsible for any civil liability that arises from the furnishing of those services. Each party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of all such party's agents, officers, employees or subcontractors. In the event the parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas and the United States, without, however, waiving any governmental immunity available to the parties under Texas and Federal law and without waiving any defenses of the parties under Texas and Federal law.

All governmental agencies acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. And the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

This Agreement will be interpreted according to the Constitution and laws of the State of Texas. This Agreement will be interpreted according to the Constitution and laws of the State of

Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Guadalupe County, Texas.

XI.

Either of the Parties shall have the right to terminate this agreement with a ninety (90) day written notice.

XII.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein. This Agreement does not create any rights or interests of or in any third party, and each party hereto paying for the performance of governmental functions or services must make those payments from current revenues available to the paying part.

XIII.

Force Majeure. None of the parties hereto shall be required to perform a term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockout, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of said parties and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome

EXECUTED by the entities whose signatures are affixed hereto, each respective entity acting by and through its duly authorized official in the manner required by each respective entity's charter, or otherwise as required by law, on the date hereinbelow specified.

COUNTY OF GUADALUPE

CITY OF CIBOLO

By: _____
Kyle Kutcher
County Judge
Guadalupe County

By: _____
Wayne Reed
City Manager
City of Cibolo

Attest: _____
Teresa Kiel
County Clerk

Peggy Cimics
City Secretary

DRAFT



City Council Regular Meeting Staff Report

I. Discussion/Feedback on adopting the 2021 International Fire Code with amendments. (Chief Troncoso)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12I.
From	
Mario Troncoso, Fire Chief	
Staff Contact(s)	
Mario Troncoso,	

PRIOR CITY COUNCIL ACTION:

City Council considered adoption (by ordinance) of the 2021 International Codes (ICC), including the 2021 International Fire Code (IFC), with local amendments and the 2023 National Electric Code (NEC) in January and February of 2024. However, Council Member Benson had questions concerning the responsibilities of the Fire Marshal, Fire Chief, and other (3rd party) at the January 23rd Council meeting; the City Council directed Mr. Reed, City Manager, to respond to the questions prior to taking action. On February 19th, Mr. Benson sent his questions to Mr. Reed, City Manager. On February 19th, Mr. Reed sent to Mayor Allen and the Council Members an e-mail with a memo responding to Mr. Benson’s questions. Mr. Reed’s responses were prepared after receiving input from Chief Troncoso, Fire Marshal Perry, and Chief Building Official Matt Hanson. Further, Mr. Reed consulted with the City Attorney’s Office when initially reading the local amendments and comparing them to the unedited (original) version of the 2021 IFC. He asked George Hyde and Caroline Kelley to review the responses to ensure accuracy of content and that the statements properly reflect the law, including the City of Cibolo’s Home Rule Charter. The memo was reviewed and approved as to content by the City Attorney’s Office. Based on this review and consultation with the City Attorney’s Office, Mr. Reed recommended that the City Council NOT take action at its February 27th Council meeting on the proposed codes as presently drafted. Instead, he recommended the City Council direct the city manager to have the City Attorney’s Office do a comprehensive review of 2021 International Fire Code, 2021 International Codes, and 2023 National Electric Code. Only after the CAO completed its review would the codes return to Council for consideration.

ITEM SUMMARY:

The City Attorney’s Office in consultation with Chief Troncoso and Chief Building Official Matt Hanson has completed its review of the 2021 International Codes (ICC), including the 2021 International Fire Code (IFC), with local amendments and the 2023 National Electric Code (NEC). This item is intended to provide an overview of the 2021 IFC local amendments, which have been approved by the City Attorney, prior to Council taking action on the ordinance. Attached to this cover memo, is a presentation on the adoption of and significant changes moving from the 2015 International Fire Code to the 2021 International Fire Code.

The attached PowerPoint presentation provides an outline including:

- Surrounding Community Code Edition Comparison
- Internal code changes between the 2015 and 2021 International Fire Code
- International Code edition printings

I ask that the Mayor and Council keeps the following in mind during the presentation.

- Does Mayor or Council have any questions about the information provided?
- Does Mayor and Council wish to direct staff to bring back an Ordinance for adopting the codes as presented?

STAFF RECOMMENDATION:

Staff recommends Mayor and Council direct Fire Chief Troncoso to bring back an Ordinance for Council's approval, to adopt the 2021 International Fire Code as presented.

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[2021 IFC Code Presentation 02 Oct 24.pdf](#)

[2024.10.04 Technical Codes Ordinance.pdf](#)

[2024.10.04 Technical Codes Exhibit A.pdf](#)

Overview of 2021 International Fire Code (IFC)

Presented by Mario Troncoso, Fire Chief

15 October 2024



Presentation Overview

- ▶ Community Comparison of Adopted IFC Codes
- ▶ ICC's Significant Changes between the 2015 and 2021 IFC Codes
- ▶ Feedback and Direction



Mayor & Council Feedback and Direction

I ask that the Mayor and Council keeps these questions in mind throughout the presentation.

- ▶ Does the Mayor & Council have any questions about the significant changes moving to the 2021 IFC as presented?
- ▶ Does the Mayor & Council support moving forward on adopting ordinances for 29th of October?

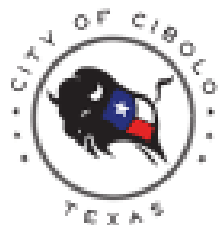
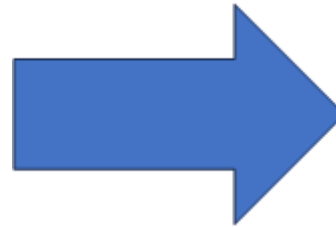


Community Comparison of Adopted Codes

Municipality	Code Edition
➤ Cibolo	2021
➤ Guadalupe County	2018
➤ Seguin	2018
➤ New Braunfels	2018
➤ Schertz	2018
➤ Universal City	2021
➤ Converse	2021
➤ Live Oak	2021
➤ Windcrest	2021
➤ San Antonio	2021



2021 International Fire Code (IFC)



Some Significant Changes moving into the 2021 IFC

- The addition of new Chapters and Sections
 - ❖ Chapter 3 General Requirements added Sections
 - Mobile Food Preparation Vehicles
 - Additive Manufacturing (3D Printing)
 - Artificial Combustible Vegetation
 - ❖ Chapter 7 revision and expansion of Fire and Smoke Protection Features
 - ❖ Chapter 9 Fire Protection and Life Safety Systems added Sections
 - Gas Detection Systems
 - Mass Notification Systems for colleges and university campuses
 - ❖ Chapter 12 new Chapter Energy Systems



Some Significant Changes moving into the 2021 IFC

- The addition of new Chapters and Sections (Continued)
 - ❖ Chapter 38 new Chapter Higher Education Laboratories
 - ❖ Chapter 39 new Chapter Processing and Extraction Facilities
 - ❖ Chapter 40 new Chapter Storage of Distilled Spirits and Wines
 - ❖ Chapter 57 Flammable and Combustible Liquids added Section
 - On-demand Mobile Fueling Operations
 - ❖ Appendix H Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions added Section
 - Security
 - ❖ Appendix N new Appendix added Indoor Trade Shows and Exhibitions



Proposed Codes for Adoption

Amended Fire Code

- 2021 International Fire Code
 - Corrections to earlier 2021 Edition miss prints.
 - Incorporating existing policies into the code and adding local amendments retaining some past code edition text along with adding some Guadalupe County amendments and additions.

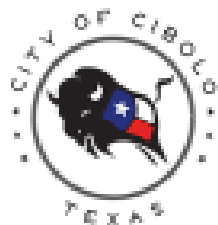
Other Codes with Sections mirroring or being referenced by the Fire Code

- 2021 International Building Code
 - Chapter 1, 2, 3, 4, 9, 10, and 33.
- 2021 International Plumbing Code
 - Chapter 6.
- 2021 International Mechanical Code
 - Chapter 2 and Chapter 6.



Mayor and Council Feedback and Direction

- ▶ Does the Mayor or Council have any questions about the significant changes or additions moving to 2021 IFC Code as presented?
- ▶ Does the Mayor and Council support moving forward on ordinance adoption for the 29th of October?





ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF CIBOLO, TEXAS AMENDING CHAPTER 14 OF THE CITY'S CODE OF ORDINANCES BY ADOPTING AND AMENDING THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE, THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE NFPA 70, THE 2021 EDITION OF THE INTERNATIONAL PLUMBING CODE, THE 2021 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, THE 2021 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, THE 2021 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE 2021 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE, THE 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE, THE 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE, THE 2021 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE 2021 EDITION OF THE INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE; THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE; PROVIDING RULES AND REGULATIONS FOR THE ENFORCEMENT OF THE CODES, THE BOARD OF APPEALS, THE FEE SCHEDULE, VIOLATIONS AND STOP WORK ORDERS; PROVIDING FOR SEVERABILITY, REPEAL, SAVINGS, PUBLICATION, AND CODIFICATION; DECLARING ADOPTION IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City of Cibolo is a Home Rule Municipality located in Guadalupe County, Texas, established in accordance with provisions of its Charter, the Texas Constitution and statutes, including the Texas Local Government Code; and

WHEREAS, Chapter 54.001 of the Texas Local Government Code provides the general authority for the City of Cibolo to enforce each rule, ordinance, or police regulation of the City of Cibolo and to punish a violation of a rule, ordinance, or police regulation; and

WHEREAS, Chapter 54.004 of the Texas Local Government Code provides the authority for the City of Cibolo to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, Chapter 214, Subchapter G of the Texas Local Government Code provides the general authority for the City of Cibolo to adopt certain model building and regulatory codes and to enact local amendments to same, following a public hearing on the local amendments; and

WHEREAS, the City Council finds on October 15, 2024, the City Council held a public hearing regarding the amendments proposed herein, in accordance with Sec. 214.216(f) of the Texas Local Government Code; and

WHEREAS, the City Council finds the local amendments provided by this Ordinance are in accordance with the purpose and content of Chapter 3000, Tex. Gov't Code, and that such local amendments are adopted to protect public health and safety of the City of Cibolo; and

WHEREAS, in order to protect the health, safety, and welfare of the residents of the City of Cibolo, the City Council finds it advisable that the City adopt and amend the model building and regulatory codes set out below to regulate and govern the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal, conditions and maintenance of all property, buildings and structures and to provide the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CIBOLO, TEXAS:

SECTION 1. Incorporating Recitals. The City Council approves the recitals hereto and incorporates them herein as findings of fact as if recited verbatim.

SECTION 2. Ordinance Amendments. The Code of Ordinance of the City of Cibolo, Texas is hereby amended by deleting article 1 of chapter 14 and substituting therefor a new article 1 of chapter 14, as provided in **Exhibit A** attached hereto.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or illegal by final judgment of a court of competent authority, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and ordained all the remaining portions of this Ordinance without the inclusion of such portion or portions found to be unconstitutional or invalid.

SECTION 4. Repeal. All resolutions, ordinances, or parts thereof conflicting or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other resolution, code or ordinance of the City, or parts thereof, the terms and provisions of this Ordinance shall govern.

SECTION 5. Savings. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances which have accrued at the time of the effective date of this Ordinance; and such accrued violations and litigation, both civil and

criminal, whether pending in court or not, under such ordinances, shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. Publication and Codification. The City shall publish this Ordinance in the newspaper designated as the official newspaper of the City twice as required by Section 3.13(3) of the City Charter. This Ordinance will be codified in the Cibolo Code in the next appropriate update.

SECTION 7. Open Meeting Compliance. The City Council finds that the meeting at which this Ordinance passed was conducted in compliance with the Texas Open Meetings Act.

SECTION 8. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance. Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00), except that a violation of a provision of this Ordinance that governs fire safety, zoning or public health and sanitation, shall be punished by a fine of not more than Two Thousand Dollars (\$2000.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense. Each day on which any violation of this Ordinance occurs shall constitute a separate offense.

SECTION 9. Effective Date. This Ordinance will become effective within the corporate city limits of the City of Cibolo upon the required newspaper publication.

PASSED, APPROVED, AND ADOPTED on this 29th day of October 2024.

Mark Allen, Mayor

ATTEST:

APPROVED AS TO FORM:

Peggy Cimics, TRMC
City Secretary

Hyde Kelley LLP
City Attorney

EXHIBIT "A"
CODE OF ORDINANCES
CITY OF CIBOLO

. . .

Chapter 14 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 14-1. - Enforcement of chapter provisions.

(a) Except as provided herein, when the terms "building official," "code official," or "plumbing official" are used in this chapter or any technical code as adopted and amended herein, such terms shall mean the building official, or his designee. When used in the administration of the International Property Maintenance Code, the term "code official" shall mean the director, or his designee, over the code enforcement division, or its operational equivalent. When the term "fire code official" is used in this chapter or any technical code adopted and amended herein, such term, shall mean the fire chief or his designee.

(b) In this chapter, a "technical code" shall mean a publication that is developed, promulgated, and periodically updated at a national level by organizations consisting of industry and government fire and building safety officials through a legislative or consensus process and that is intended for consideration by units of government as local law.

Sec. 14-2. - Building code.

(a) The 2021 Edition of the International Building Code including Appendices Chapters C, E, F, G, I, and J as amended by subsections **14-2(b), (c)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or subsections of the International Building Code are hereby revised to read as follows:

- (1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 101.1** to read as follows:

[A] 101.1 Title. These regulations shall be known as the Building Code of Cibolo, hereinafter referred to as "this code."

- (2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 102** to add **[A] 102.7** to read as follows:

[A] 102.7 Change of use or occupancy. Changes shall not be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with this code and the *International Building Code*. A change of occupancy within the same division of the same group or occupancy shall not be made unless the use or occupancy is made to comply with the requirements of Chapter 11 and the *International Existing Building Code*.

Exception: Where *approved* by the *fire code official*, a change of occupancy shall be permitted without complying with the requirements of this code and the *International Existing Building Code*, provided that the new or proposed use or occupancy is less hazardous, based on life and fire risk, than the existing use or occupancy.

- (3) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 102** to add **[A] 102.7.1** and read as follows:

[A] 102.7.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification or ownership of a building or structure or portion thereof shall be made, until a final inspection by the *building department*, a final fire prevention inspection by the *fire code official* or *approved 3rd party fire inspectors* and the *building code official* has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances, court orders, or regulations of the jurisdiction.

Exception: New certificates of occupancy are not required for work exempt from permits and/or work authorization under Section 105.6.

- (4) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting sections **[A] 103**, **[A] 104.8**, and **[A] 104.10**.

- (5) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.2 to delete Building subsection items (2) and (6) so [A] 105.2 to read as follows:

[A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 100 square feet and is on a temporary foundation.
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III A, liquids.
4. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed two-to-one (2:1).
5. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
6. Temporary motion picture, television and theater stage sets, and scenery.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one- and two-family dwellings.
10. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Group R-3 and U occupancies.
11. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

- (6) CHAPTER 1 SCOPE AND ADMINISTRATION is amended at [A] 105.3 to add new subsection items 8, 9, 10, and 11 to read as follows:

8. Indicate the total square footage, of the foundation and all floors above or below as measured from the exterior. Provide the total square footage of all impervious cover.
9. Be accompanied by the International Energy Conservation Code compliance certification specific to the permitted address.
10. Indicate the number of stories.

11. Indicate type of construction (e.g., Type V construction - common wood frame construction, Type IV construction - heavy timber construction, etc.).

(7) CHAPTER 1 SCOPE AND ADMINISTRATION is amended at [A] 105.5 to add the following underlined language:

[A] 105.5 Expiration. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance or after commencements of work if more than 180 days pass between inspections. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Any permit that is not completed within 365 days of issuance will be invalid and a new permit must be issued. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each with the ability to add fees.

(8) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at [A] 107.2.1 to add subsection items (1) - (12) and to read as follows:

[A] 107.2.1. Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted with prior approval by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official. The applicant shall provide all information requested related to the construction documents information. Such information shall include, but not limited to, the following:

1. Indicate the street name, address number, and lot and block numbers.
2. Engineered foundation plan with soil density and soil conditions of the property or lot.
3. Foundation plans shall have all details identified with corresponding letters, numbers, or symbols.
4. Floor plans shall be scaled and laid out as it is to be built, if plans show optional details options shall be clearly indicated, show glazing percentages.
5. Frame details shall include but not be limited to live load design, wind speed design, wall bracing requirements, and material specifications, studs required for support of walls and beams, header size and support requirements.
6. Roof and ceiling joist plan with specifications and details.
7. Electrical plan.
8. Plumbing plan.
9. Heating, ventilation, and air conditioning plan.
10. Construction plans shall have adopted codes listed.

11. Minimum Page size is 24" x 36"

12. Such other data and information as required by the building official.

(9) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at [A] 107.2.6 to read as follows:

[A] 107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing the size and location of new construction and existing structures on the site and distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted; provided pre-construction site or plot plan and submit original final site or plot plan with signature and seal. The applicant shall provide all information requested related to the construction documents information. Such information shall include, but not limited to, the following:

1. Indicate the street name, address number, and lot and block numbers. Provide total lot square footage.
2. Provide the total square footage of the foundation.
3. Indicate percentage of foundation lot coverage.
4. Provide square footage of porches, patios, driveways, and walkways.
5. Indicate all building setback lines.
6. Indicate all easements.
7. Indicate property pin locations and distance.
8. Percentage of slope on driveway.
9. Indicate drainage elevation across the property.
10. Show curb lines and sidewalks.
11. Give such other data and information as required by the building official.

(10) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby by deleting [A] 109.2.

(11) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at [A] 109.3 to read as follows:

[A] 109.3. Permit Valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuation shall reflect the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building

official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. The building official shall set final building permit valuation. The building permit valuation shall be determined using either the latest International Code Council Building Valuation Data sheet, or the estimated valuation provided by the applicant, whichever is greater.

- (12) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 111.1 to add **Exception No. 2** and to read as follows:

[A] 111.1 Change of occupancy. A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made, until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

Exceptions:

1. Certificates of Occupancy are not required for work exempt from permits under section 105.2.
2. Accessory buildings or structures.

- (13) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting sections [A] 113, [A] 114, [A] 115 and [A] 116.

- (14) CHAPTER 2 DEFINITIONS is hereby amended by amending the definition in 202 listed below to read as follows:

202 General Definitions.

[BG] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less-than-24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable.

Care recipients are considered incapable of self-preservation where any of the following conditions exists to include, but not limited to:

1. Patients or care recipients requiring assistance or rescue by staff, other occupants or fire personnel to evacuate the building.
2. Medical staff must stabilize the patient prior to evacuation whereby staff would need to evacuate as well.
3. The use of medical gases including, but not limited to, oxidizing medical gases, such as oxygen and nitrous oxide.
4. The possibility of surgical fires.

The determination of whether a person is rendered incapable of self-preservation by the service provided need not be limited to persons who have been rendered unconscious for the procedure. It is reasonable to determine that a person is rendered incapable of self-preservation if the person is conscious, yet unable to determine the direction of or traverse the means of egress without supervision or direction from staff or other persons, to include persons with or experiencing an altered state of consciousness.

[A] CHANGE OF OCCUPANCY. Any of the following shall be considered as a change of occupancy where this code requires a greater degree of safety, accessibility, structural strength, fire protection, *means of egress*, ventilation or sanitation than is existing in the current building or structure:

1. Any change in the occupancy classification of a building or structure.
2. Any change from one group to another group within an occupancy classification.
3. Any change in use within a group for a specific occupancy classification.
4. Any change in the purpose of, or a change in the level of activity within, a building or structure.

[M] COMMERCIAL COOKING APPLIANCES. Appliances that are used outside of residential occupancies and are used in a commercial setting or commercial food service establishment for heating or cooking food and which produce grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system. Such appliances include deep fat fryers, upright broilers, griddles, broilers, steam-jacketed kettles, hot-top ranges, under-fired broilers (charbroilers), ovens, barbecues, rotisseries, and similar appliances. For the purpose of this definition, a food service establishment shall include any building, or a portion thereof used for the preparation and serving of food.

[BG] FOSTER CARE FACILITIES. Facilities or dwellings that provide care to six (6) or less children, under the age of eighteen (18) years old and not related to the caregiver.

[BG] HABITABLE SPACE. A space in a building for living, sleeping, eating, cooking, or working. Bathrooms, toilet rooms, closets are not considered habitable spaces.

[BG] HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (10 668 mm) above the lowest level of fire department vehicle access.

[BG] INCAPABLE OF SELF-PRESERVATION. Persons who, because of age, physical limitations, mental limitations, chemical dependency, or medical treatment, cannot respond as an individual to an emergency situation. It is reasonable to determine that a person is incapable of self-preservation if the person is conscious, yet unable to determine the direction of travel from a building or area to the outside without supervision or direction from other persons, to include persons with or experiencing an altered state of consciousness.

[BG]MEDICAL CARE. Care involving medical, dental, or surgical procedures, nursing, or for psychiatric purposes.

[BG] PRIVATE GARAGE. A building or portion of a building in which motor vehicles used or stored by the *owner* or tenants of the building or buildings on the premises and are stored or kept, without provisions for repairing or servicing such vehicles for profit.

SPECIAL AMUSEMENT BUILDING. A building that is temporary, permanent, or mobile that contains a device or system that conveys passengers or provides a walkway along, around, or over a course in any direction as a form of amusement arranged so that the egress path is not readily apparent due to visual or audio distractions or intentionally confounded egress path, or is not readily available because of the mode of conveyance through the building or structure, to include escape rooms, haunted houses, and similar uses.

TEMPORARY SPECIAL EVENT STRUCTURE. Any temporary ground-supported structure, tower supporting audio or visual effects equipment, platform, stage, stage scaffolding or rigging, canopy, or similar structures not regulated within the scope of the *International Building Code*.

ENCLOSED PATIO. A space, under a roof covering, that is enclosed on two sides or more by screen wire, mesh wire, glass, plastic/vinyl, or other material, to include railing, half walls, and similar where the means of egress may be limited or restricted to one or more openings that limits egress from or requires egressing through any portion of an occupied structure, or where there may only be one or more means of egress that is open to free egress movement. The area of an enclosed patio shall be considered part of the interior of the structure and shall be included in calculating the occupancy capacity of a building, and shall meet the requirements for egress, egress lighting, and any other provision of this code or the *International Building Code*.

MULTI-FAMILY DWELLING. Any residential structure consisting of three (3) or more residential dwelling units. (Dwelling Unit: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.) These buildings are typically, but not always, classified within the Group “R” occupancy classification.

OCCUPANT. Any person, agent, operator, entity, firm, or business that occupies a building or part thereof as an owner or tenant.

SHELL BUILDING. A shell building is a structure that when completed is not ready for occupancy. A shell building consists of all exterior walls and windows, the roof structure, interior fire rated or separation walls, life safety systems (fire sprinkler, fire alarm, and similar), plumbing mains services, electrical utilities, and also includes elevated floor assemblies, mezzanines, stairways, and elevators. Shell buildings shall comply with Section 311. Shell buildings are not for occupancy and upon completion shall not receive a Certificate of Occupancy upon completion shell buildings will receive a Letter of Completion from the *city building department*.

(15) CHAPTER 3 OCCUPANCY CLASSIFICATION AND USE is hereby amended by amending **305.1** to read as follows:

305.1 Educational Group E. Educational Group E occupancy includes, among others, the use of a building or structure, or a portion thereof, by six or more persons at any one time for educational purposes through the 12th grade.

New educational Group facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
2. Buildings or facilities with at grade foundations.
3. Buildings or facilities having unobstructed vehicle access to the building or area.

Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

(16) CHAPTER 3 OCCUPANCY CLASSIFICATION AND USE is hereby amended by amending **305.2** to read as follows:

305.2 Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than five children older than 2 ½ years of age who receive educational, supervision or personal care services for less than 24 hours per day.

New and existing care facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
2. Buildings or facilities with at grade foundations.
3. Buildings or facilities having unobstructed vehicle access to the building or area.

Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

(17) CHAPTER 3 OCCUPANCY CLASSIFICATION AND USE is hereby amended by amending **308.1** to read as follows:

308.1 Institutional Group I. Institutional Group I occupancy includes, among others, the use of a building or structure, or a portion thereof, in which care or supervision is provided to persons who are not capable of self-preservation without physical assistance or in which persons are detained for penal or correctional purposes or in which the liberty of the occupants is restricted. Institutional occupancies shall be classified as Group I-1, I-2, I-3 or I-4.

New and existing care facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
2. Buildings or facilities with at grade foundations.
3. Buildings or facilities having unobstructed vehicle access to the building or area.

Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

(18) CHAPTER 3 OCCUPANCY CLASSIFICATION AND USE is hereby amended by amending **310.1** to read as follows:

310.1 Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the *International Residential Code* in accordance with Section 101.2 of the *International Building Code*. Group R occupancies not constructed in accordance with the *International Residential Code* as permitted by Sections 310.4.1 and 310.4.2 of the *International Building Code* shall comply with Section 420 of the *International Building Code*.

New and existing care facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
 2. Buildings or facilities with at grade foundations.
 3. Buildings or facilities having unobstructed vehicle access to the building or area.
- Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

(19) CHAPTER 4 SPECIAL DETAILED REQUIREMENTS BASED ON OCCUPANCY AND USE is hereby amended by amending **407.2.7** to read as follows:

407.2.7 Domestic cooking appliances. In Group I-2 occupancies, installation of cooking appliances used in domestic cooking facilities shall comply with all of the following:

1. The types of cooking appliances permitted shall be limited to ovens, cooktops, ranges, warmers and microwaves.
2. Commercial cooking hoods installed and constructed in accordance with Section 506 of the International Mechanical Code shall be provided over cooktops and ranges.
3. Cooktops and ranges shall be protected in accordance with Section 606.2 of the *International Fire Code*.
4. A shut-off for the fuel and electrical power supply to the cooking equipment shall be provided in an accessible location.
5. A timer shall be provided that automatically deactivates the cooking appliances within a period of not more than 120 minutes.
6. A portable fire extinguisher shall be provided. Installation shall be in accordance with Section 906, and the extinguisher shall be located within a 30-foot (9144 mm) distance of travel from each domestic cooking appliance.

(20) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending **902.1** to read as follows:

902.1 Pump and riser room size. Where provided, fire pump rooms and *automatic sprinkler system* riser rooms shall be designed with adequate space for all equipment necessary for the installation, inspection, maintenance, and servicing as defined by the manufacture, and with a minimum of three (3) feet of working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required *fire-resistance-rated* assembly or without removing such elements of, or disabling the function of any other life safety system. Fire pump and *automatic sprinkler system* riser rooms shall be provided with a door(s) and unobstructed passageway large enough to allow removal of the largest piece of equipment. Fire pump and *automatic sprinkler system* riser rooms shall not be used for storage. Fire riser rooms housing an *automatic sprinkler system* riser only shall be a minimum 4 foot (1219 mm) by 4 foot (1219 mm) unless otherwise *approved* by the *fire code official*. Fire riser rooms housing *automatic sprinkler system* riser(s) and any other systems, non-fire systems, equipment, devices, plumbing piping and/or appurtenances, or similar shall be a minimum 8 foot (2438 mm) by 16 foot (4877 mm) with a minimum of four (4) feet of clear space from the system riser(s), piping, and appurtenances unless otherwise *approved* by the *fire code official*. System risers and fire department connection lead-ins shall be a minimum 12 inches (305 mm) from finish walls to

outside edge of pipe as measured to back side of pipe and shall be a minimum 18 inches (457 mm) from finish walls or outside edge of adjacent risers to outside edge of pipe as measured to side of pipes.

- (21) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2 to read as follows:

[F] 903.2 Where required. *Approved automatic sprinkler systems* in new buildings and structures shall be provided in the locations described in this Section and Sections 903.2.1 through 903.2.12, and throughout multi-tenant buildings 5,000 square feet (464 m²) or more. The calculated area shall be total square footage (as measured from the exterior walls) including all space as well as the area of attached garages, storage facilities, hallways, stairways, and similar areas, and without exemptions for fire areas. Such systems shall be in accordance with Section 903 as well as *National Fire Protection Association Standards* where conflicts arise the more stringent shall govern.

Retrofit:

1. Building additions that exceed the allowed fire area.
2. Two or more building permits related to area increase, are issued over any three consecutive years.

Exception:

1. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 2-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.
2. Detached non-combustible carports or shade canopies. Detached gazebos and open sided pavilions for residential use.
3. Independent buildings such as restrooms or snack shops 400 square feet (37 m²) or less that are associated with golf courses, parks, and similar uses.
4. Guardhouses that are less than 400 square feet (37 m²) in size used to control access to or within residential and/or commercial developments.
5. Detached equipment or storage buildings for commercial use not exceeding 400 square feet (37 m²).
6. Detached residential storage buildings or garages that are non-habitable not exceeding 900 square feet (84 m²).

- (22) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.2 to add Group B occupancies and read as follows:

[F] 903.2.2 Group B. An *automatic sprinkler system* shall be provided for *fire areas* containing Group B occupancy and intervening floors of the building where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m²).

2. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

(23) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.2 to [F] 903.2.2.1 to read as follows:

[F] 903.2.2.1 Ambulatory care facilities. An *automatic sprinkler system* shall be provided for *fire areas* containing ambulatory care facility occupancies and intervening floors of the building where either of the following conditions exist at any time:

1. Four or more rooms, chairs, beds, or spaces are provided for care recipients that are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving the facility.

Care recipients are considered incapable of self-preservation where any of the following conditions exists to include, but not limited to:

1. Patients or care recipients requiring assistance or rescue by staff, other occupants or fire personnel to evacuate the building.
2. Medical staff must stabilize the patient prior to evacuation whereby staff would need to evacuate as well.
3. The use of medical gases including but not limited to oxidizing medical gases, such as oxygen and nitrous oxide.
4. The possibility of surgical fires.

The determination of whether or not a person is rendered incapable of self-preservation by the service provided need not be limited to persons who have been rendered unconscious for the procedure. It is reasonable to determine that a person has been rendered incapable of self-preservation if the person is conscious, yet unable to determine the direction of or traverse the means of egress without supervision or direction from staff or other persons, to include persons with or experiencing an altered state of consciousness.

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

(24) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.3 to read as follows:

[F] 903.2.3 Group E. An *automatic sprinkler system* shall be provided for Group E occupancies as follows:

1. Throughout all Group E *fire areas* greater than 12,000 square feet (1115 m²) in area.
2. Throughout every portion of educational buildings located on a floor other than a *level of exit discharge* serving such occupancies.

(25) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.4 to read as follows:

[F] 903.2.4 Group F-1 and F-2. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exist:

1. A Group F *fire area* exceeds 12,000 square feet (1115 m²).
2. A Group F *fire area* is located more than one story above grade plane.
3. The combined area of all Group F *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).

(26) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.4.1 to read as follows:

[F] 903.2.4.1 Woodworking operations. An *automatic sprinkler system* shall be provided throughout all Group F occupancy *fire areas* that contain woodworking or milling operations in excess of 2,500 square feet (232 m²) which generate finely divided combustible waste or finely divided combustible materials, to include wood shavings, saw dust, sanding dust, and similar.

(27) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.6 to read as follows:

[F] 903.2.6 Group I. An *automatic sprinkler system* shall be provided throughout buildings with a Group I *fire area*.

Exception: An *automatic sprinkler system* installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 Condition 1 facilities.

(28) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.7 to read as follows:

[F] 903.2.7 Group M. An *automatic sprinkler system* shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist:

1. A Group M *fire area* exceeds 12,000 square feet (1115 m²).
2. A Group M *fire area* is located more than one story above grade plane.
3. The combined area of all Group M *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).

- (29) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.7.2 to read as follows:

[F] 903.2.7.2 Group M upholstered furniture or mattresses. An *automatic sprinkler system* shall be provided throughout a Group M *fire area* where the area used for the display and sale of upholstered furniture, mattresses, household goods, or similar exceeds 2,500 square feet (232 m²).

- (30) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.9 to read as follows:

[F] 903.2.9 Group S-1 and S-2. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S occupancy where one of the following conditions exist:

1. A Group S *fire area* exceeds 12,000 square feet (1115 m²).
2. A Group S *fire area* is located more than three stories above grade plane.
3. The combined area of all Group S *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group S *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).

- (31) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.9.1 to read as follows:

[F] 903.2.9.1 Repair garages. An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the *International Building Code*, as shown:

1. Buildings two or more stories above grade plane, including *basements*, with a *fire area* containing a repair garage exceeding 5,000 square feet (464 m²).
2. Buildings not more than one story above grade plane, with a *fire area* containing repair garage exceeding 5,000 square feet (464 m²).
3. Buildings with a repair garages servicing vehicles parked in *basements*.
4. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).

- (32) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.9.2 to read as follows:

[F] 903.2.9.2 Bulk Storage of tires. Buildings and structures where the area for the storage of tires exceeds 2,500 cubic feet (71 m³) in or adjacent to, shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

- (33) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.9.4 to read as follows:

[F] 903.2.9.4 Group S-1 and S-2 upholstered furniture and mattresses. An *automatic sprinkler system* shall be provided throughout a Group S *fire area* where the area used for the storage of upholstered furniture, mattresses, household goods, or similar exceeds 2,500 square feet (232 m²) regardless of separation walls.

- (34) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.10 to delete Exception to read as follows:

[F] 903.2.10 Group S-2 parking garages. An *automatic sprinkler system* shall be provided throughout all buildings classified as parking garages in accordance with Section 406.6 of the *International Building Code* where any of the following conditions exists:

1. Where the *fire area* of the enclosed parking garage exceeds 12,000 square feet (1115 m²).
2. Where the enclosed parking garage is located beneath other groups.

- (35) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.11.1.1 to read as follows:

[F] 903.2.11.1.1 Opening dimensions and access. Openings shall have a minimum dimension of not less than 36 inches (914 mm). Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

- (36) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.11.3 to delete Exception to read as follows:

[F] 903.2.11.3 Buildings 55 feet or more in height. An *automatic sprinkler system* shall be installed throughout all buildings that have one or more stories with an *occupant load* of 30 or more located 55 feet (10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor of the highest level to include mezzanine floors.

- (37) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.2.11 to add [F] 903.2.11.7 to read as follows:

[F] 903.2.11.7 Porte-cocheres. All porte-cocheres shall be protected with fire sprinklers.

Exceptions: Porte-cocheres of non-combustible construction and design and where separated from a structure preventing fire and products of combustion from coming in contact with the structure.

- (38) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.3 to read as follows:

[F] 903.3 Installation requirements. *Automatic sprinkler systems* shall be designed and installed in accordance with Section 903.3.1 through 903.3.8 and the following:

Construction documents. Fire sprinkler systems shall be submitted for review and approval prior to system installation or remodeling. Three copies will be submitted unless otherwise stated by the *fire code official*. Deviation from approved plans shall require prior permission of the *fire code official*. Construction documents shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system. Construction documents shall be provided in accordance with NFPA 13 and to include, but not be limited to, all of the following:

1. Fire sprinkler system plan design worksheet.
2. A site plan showing all buildings, fire department connections, fire hydrants, fire apparatus access roads, alleys, driveways, sidewalks, and similar items. To include lengths and widths.
3. A floor plan, which shows and indicates the use of all rooms, and all occupancies in the building including dimensions.
4. Unit plans which show the locations and sizes of walls, rooms, doors, concealed spaces, closets, attics, bathrooms, and fire rated walls.
5. Dimensions of aisles, corridors, hallways, and stairways, doorways (door openings), including direction of swing.
6. Full height cross-section, or schematic diagram of the riser detail showing alarm check valve assembly, flow switch(s), water motor gong alarm, check valves assemblies, drain valve assemblies, and all associated piping and sizes.
7. Full height cross-section, or schematic diagram, including structural member information and including ceiling and wall construction and method of protection for nonmetallic piping and penetrations.
8. A mechanical system over lay showing no conflict with fire sprinkler system.
9. Manufacturers specifications and ratings on equipment and materials, to include but not limited to sprinkler heads, couplings, valves, mounting brackets, hardware, hangers, alarm valves, water motor gong, switches, sensors, gauges, and similar components.
10. Location and description of all required signs.
11. Location and method of storing *approved* fire sprinkler system plans near system riser(s).
12. Any additional information required by the *fire code official*.
13. The construction documents submittal shall include the manufacturer's installation instructions for any specially listed equipment, including descriptions, applications, and limitations for any sprinklers, devices, piping, or fittings.

Inspector's test connection. The inspector test connection shall be in the upper story if multi-leveled, and the connection shall be piped from the end of the most remote branch line. The discharge should be at a point where it can be readily observed. In locations where it is not practical to terminate the test connection outside the building, where *approved* by the *fire code official* the test connection is permitted to terminate into a drain capable of accepting full flow under system pressure. In this event, the test connection should be made using an approved sight test connection containing a smooth bore corrosion-resistant orifice giving a flow equivalent to one sprinkler simulating the least flow from an individual sprinkler in the system. The test valve should be located at an accessible point and preferably not over 7 ft (2.1 m) above the floor. The control valve on the test connection should be located at a point not exposed to freezing. The discharge pipe shall be installed so as to drain by gravity flow. The test connection valve shall be a full open valve, and the end of the discharge pipe shall not be threaded.

Drains. Auxiliary Drains for Wet Pipe Systems, Preaction Systems and Dry Pipe systems.

1. Where the capacity of trapped sections of pipes in wet systems is less than 5 gal (18.9 L), one of the following arrangements shall be provided:
 - 1.1. An auxiliary drain shall consist of a nipple and cap or plug not less than ½ in. (12 mm) in size in an accessible location and piped to an approved location.
 - 1.2. An auxiliary drain shall not be required for trapped sections less than 5 gal (18.9 L) where the system piping can be drained by removing a single pendent sprinkler.
 - 1.3. Where flexible couplings or other easily separated connections are used, the nipple and cap or plug shall be permitted to be omitted.
2. Where the capacity of isolated trapped sections of pipe in wet systems is more than 5 gal (18.9 L) and less than 20 gal (76 L), the auxiliary drain shall consist of a valve ¾ in. (19 mm) or larger in an accessible location and a plug or a nipple and cap and be piped to an approved location.
3. Where the capacity of isolated trapped sections of pipe in wet systems is 20 gal (76 L) or more, the auxiliary drain shall consist of a valve in an accessible location not smaller than 1 in. (25.4 mm), piped to discharge at a suitable location.
4. Where the capacity of isolated trapped sections of Dry Pipe and Preaction System pipe is 1 gallon (3.7 L) or less, the auxiliary drain shall consist of a valve or a nipple and cap or plug not less than ½ in. (12 mm) in size in an accessible location and piped to an approved location.
5. Where the capacity of isolated trapped sections of Dry Pipe and Preaction System pipe is 1 gallon (3.7 L) or more, the auxiliary drain shall consist of two 1 inch full open valves and one 2 inch X 12 inch (50 mm X 305 mm) condensate nipple or equivalent, in an accessible location and piped to discharge at a suitable location.

Valves and risers. Alarm valve assemblies with water motor gong alarms shall be used, and all system risers shall be numbered and labeled indicating the zone locations and inspector test valve location, and all inspector test valves shall be numbered to match the system risers, all valves shall be labeled to include the zone along with what they control, fire department connection check valves shall be installed in the horizontal position and as close to the top of system riser as possible or off of a main line not smaller than the system riser, riser rooms and/or riser areas shall not be used for storage. Dry pipe valves should be piped from above the wet alarm check valve for exterior water flow notification by the water motor gong.

- (39) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 903.3.1.1 to read as follows:

[F] 903.3.1.1 **NFPA 13 sprinkler systems.** Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1.

- (40) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 904.2.2 to read as follows:

[F] 904.2.2 **Commercial hood and duct systems.** Each required commercial kitchen exhaust hood and duct system required by Section 606 to have a Type I hood shall be protected with an *approved* automatic fire-extinguishing system installed in accordance with this code.

Construction documents. Kitchen hood suppression systems shall be submitted for review and approval prior to system installation or remodeling. Three copies will be submitted unless otherwise stated by the *fire code official*. Deviation from approved plans shall require prior permission of the *fire code official*. Construction documents shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each room or floor area, and shall show those items from the following list that pertain to the design of the system. Construction documents shall be provided in accordance with NFPA Standards and to include, but not be limited to, all of the following:

1. Kitchen hood suppression system plan design worksheet.
2. Identification of the hazards to be protected and including such information as physical dimensions, cooking appliances, energy sources for each appliance, and air-handling equipment.
3. Plan sheet scale is to be 1/8" = 1 foot.
4. A floor plan, which shows and indicates the location of all equipment, appliances, tables, electric shut-off or automatic gas shut-off valve(s), exhaust hoods, mobile cart, pull stations, suppression system control units, suppression agent cylinders, and similar.
5. Method of electric disconnects and/or gas shutout valves. Only manually resettable valves are permitted.
6. Operational sequence (shutdown) of auxiliary equipment, fans, makeup/supply air, and similar.
7. Size, length, and arrangement of connected piping.
8. Description/type of nozzles designed for the appliance being protected, number of nozzles, and location of nozzles to include the and distance to cooking surface.
9. The location and function of detection devices.
10. Cylinder size, capacity, and mounting information.
11. Operating devices.
12. Auxiliary equipment.
13. Electrical circuitry.
14. Power connections and locations.
15. Manual pull station is to be installed in the path of egress.
16. Appliance docking devices information, locations, types, and similar.
17. Manufacturers, model numbers, and listing information for all equipment, devices, controllers, cylinders, and materials.
18. Manufactures specifications and ratings on equipment and materials, to include but not limited to piping, control units, tanks, nozzles, fusible links, couplings, valves, mounting brackets, hardware, hangers, appliance docking ports, and similar components.
19. Location and description of all required signs.
20. The construction documents submittal shall include the manufacturer's installation instructions for any specially listed equipment, including descriptions, applications, and limitations for any nozzles, devices, piping, or fittings.
21. List of the specific tests that are required. Two system tests are to be performed one pull station and one fusible link per system.
22. Any additional information required by the *fire code official*.

- (41) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 904.3.2 to read as follows:

[F] 904.3.2 Actuation. Automatic fire-extinguishing systems shall be automatically actuated and provided with a manual means of actuation in accordance with Section 904.13.1. Where more than one hazard could be simultaneously involved in fire due to their proximity, all hazards shall be protected by a single system designed to protect all hazards that could become involved. Where units are designed to use electronic pull stations the electronic pull station shall not resemble fire alarm pull stations.

Exception: Multiple systems shall be permitted to be installed if they are designed to operate simultaneously.

- (42) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 904.4 to read as follows:

[F] 904.4 Inspection and testing. Automatic fire extinguishing systems shall be inspected and tested in accordance with the provisions of this section prior to completion. Upon completion of the installation, the system and all components shall be tested in accordance with manufacturer's installation instructions and code requirements. When required acceptance tests shall be performed as contained in the installation standards and as *approved* by the *fire code official*. The *fire code official* shall be notified before any required acceptance testing. Acceptance testing is performed by an *approved* private 3rd party tester. The *fire code official* may perform inspections to ensure proper operation of *fire protection systems* or allow *approved* 3rd party inspectors to perform inspections of *fire protection systems*.

- (43) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 904.4.1 to read as follows:

[F] 904.4.1 Inspection. Prior to conducting final operational tests, all of the following items shall be inspected and provided:

1. Kitchen hood fixed suppression system contractor's acceptance inspection form.
2. Hazard specification for consistency with design hazard.
3. Type, location and spacing of automatic- and manual-initiating devices. Electronic pull stations shall not resemble fire alarm pull stations.
4. Size, placement and position of nozzles or discharge orifices.
5. Location and identification of audible and visible alarm devices. Visual system armed/tripped indicators are to be clearly visible (not obscured or covered).
6. Identification of devices with proper designations.
7. Operating instructions.
8. End of job documentation.
 - a) Certificate of Installation,
 - b) Letter of Compliant Installation, and
 - c) As-builts (if applicable).

(44) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 904.4.2.1 to read as follows:

[F] 904.4.2.1 Audible and visible signals. The audibility and visibility of notification appliances signaling agent discharge or system operation, is required, and shall be verified. Visual system armed/tripped indicators are to be clearly visible from the floor area in front of the control unit and shall not be obscured or covered.

(45) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 904.13.1 to add Subsections [F] 904.13.1.1 and [F] 904.13.1.2 to read as follows:

[F] 904.13.1.1 Manual system operation device and color. The manual actuation device for an alternative fire-extinguishing system shall be silver or white in color and shall not resemble a fire alarm system actuation device. The color of the manual actuation device for an alternative fire-extinguishing system shall apply to both commercial systems and commercial grade residential fire-extinguishing systems for residential type cooking appliances.

[F] 904.13.1.2 Multiple manual system operation devices. Where there are multiple manual actuation devices for an alternative fire-extinguishing system, each actuation device and the corresponding fire-extinguishing system and hood shall be provided with an identification plate that indicates which system the device operates.

(46) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 904.14 to read as follows:

[F] 904.14 Domestic cooking systems. The cooking hood provided over cooktops and ranges shall installed in accordance with Section 606.2. Domestic Cooktops and ranges installed in the following exception shall be protected in accordance with Section 904.14.1.

Exception: A commercial grade residential vent/hood extinguishing system is permitted to be utilized when only domestic cooking appliances are utilized in the following:

1. Employee Break Rooms.
2. Licensed Care Facilities operating in Group R-3 occupancy.
3. Group E occupancy - classrooms utilized for training in food preparation.
4. Group R-2 college dormitories where domestic cooking facilities are installed in accordance with Section 420.10 of the *International Building Code*.

The domestic cooking hood provided over the cooktop or range shall be equipped with an automatic fire-extinguishing system of a type recognized for the protection of domestic cooking equipment. Pre-engineered automatic extinguishing systems shall be tested in accordance with UL

300A and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing and manufacturer's instructions.

- (47) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 905.3 to read as follows:

[F] 905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.8 and where required in the locations indicated in Sections 905.4, 905.5 and 905.6 and where required elsewhere in the code, and Class I standpipe hose connections installed where required by the *fire chief* or *fire code official* interior hose connections shall be provided when distance from fire apparatus to interior portions of the building exceed 150 feet (45 720 mm) and so spaced in the interior of the building for firefighting operations. Interior hose connections shall be spaced for overlapping coverage around obstructions based one a 150-foot (45 720 mm) hose pack with 20-foot (6096 mm) nozzle stream. Standpipe systems shall be manual dry standpipe systems where required by the fire chief or *fire code official* unless required by a specific code Section or NFPA to be an automatic wet standpipe system or combined system. Automatic wet standpipe systems shall be piped in an arrangement so that the hose valves are not supplied from the same sprinkler zone and/or sprinkler system riser supplying water to the sprinkler heads within the hose valve coverage area and is to be labeled accordingly, combined systems should be piped in an arrangement where the standpipe system and hose valves are supplied from their own riser(s) separate from the sprinkler riser(s) and is to be labeled accordingly. Standpipe hose valves shall be equipped with 2 ½ inch by 1 ½ inch reducer caps with chains.

Exception: Standpipe systems are not required in Group R-3 occupancies.

- (48) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 906.1 to read as follows:

[F] 906.1 Where required. Portable fire extinguishers shall be installed in all of the following locations:

1. In new and existing Group, A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.

Exceptions:

1. In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A:10-B: C.
2. In Group E occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each classroom is provided with a portable fire extinguisher having a minimum rating of 2-A:20-B: C.
3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:

- 3.1. Use of vehicle-mounted extinguishers shall be *approved* by the *fire code official*.
 - 3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket *approved* by the extinguisher manufacturer or the *fire code official* for vehicular use.
 - 3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.
 - 3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.
 - 3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.
2. Within 30 feet (9144 mm) distance of travel from commercial cooking equipment and from domestic cooking equipment permitted by Section 904.14.
 3. In areas where *flammable* or *combustible liquids* are stored, used or dispensed.
 4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with Section 3316.1.
 5. Where required by the sections indicated in Table 906.1.
 6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the *fire code official*.

(49) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.1.2 to read as follows:

[F] 907.1.2 Fire alarm shop drawings. Shop drawings for fire alarm systems shall be submitted for review and *approval* prior to system installation. Three copies will be submitted unless otherwise required by the *fire code official*. Construction documents shall include, but not be limited to, all of the following where applicable to the system being installed:

1. Fire alarm system plan design worksheet.
2. A floor plan, which shows and indicates the use of all rooms, and all occupancies in the building including dimensions.
3. Locations of alarm-initiating devices.
4. Locations of alarm notification appliances including candela ratings for visible alarm notification appliances.
5. Design minimum audibility level for occupant notification and a full Voice Intelligibility design analysis and report for Emergency Voice/Alarm Communication Systems.
6. Location of transponders, notification power supplies, and Fire Alarm Control Panel and size and capabilities for expansion.
7. Alarm control and trouble signaling equipment.
8. Wiring schematic indicating wiring methods and locations of conduit, junction boxes, and wiring.
9. Colored wiring schematic by zone (or run) for notification appliances.
10. Notification appliances shall be identified with listed output levels.

11. Annunciators.
12. Power connection to include location of electrical panel and breaker identification.
13. Battery calculations.
14. Conductor type and sizes.
15. Voltage drop calculations.
16. Manufacturers' data sheets indicating model numbers and listing information for all equipment, devices, and materials.
17. Details of ceiling height and construction.
18. The interface of fire safety control functions.
19. Dedicated communication lines information for primary and secondary fire alarm control panel communication.
20. Classification of supervising station including complete contact information.
21. Location and method of storing *approved* fire alarm system plans near fire alarm control panel.
22. Any additional information required by the *fire code official*.

(50) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.2 to read as follows:

[F] 907.2 Where required—new buildings and structures. An *approved* fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Buildings with multi-tenant occupancies, office buildings, strip centers, and similar type occupancies shall have one Fire Alarm Control Panel and all suites, occupancies, and/or tenant spaces shall be connected to and all alarms, initiating devices, and similar shall be connected to the single Fire Alarm Control Panel. Multi-tenant complexes have more than one building shall have a Fire Alarm Control Panel for each separate building in the complex and shall act as a standalone system. It shall not be permitted to connect individual Fire Alarm Systems to one main panel in a group of buildings.

Exception: Group E occupancies classrooms and buildings within 50 feet of the primary school building shall be connected to the main fire alarm control panel.

Buildings with *automatic sprinkler systems* shall provide occupant notification devices within the building to alert the occupants to evacuate due to the activation of the *automatic sprinkler system* in response to a possible fire condition.

Not fewer than one manual fire alarm box shall be provided in an *approved* location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed. The required fire alarm box shall be located at the main entry. Tamper resistant covers are required on fire alarm boxes at educational facilities below High School level. Where multi-tenant buildings have the fire alarm control panel located in the Riser Room, IT Room, or other location away from the main entry the one required manual fire alarm box shall not be installed at the fire alarm control panel. Exterior horn/strobes are required to be on

the side of the building facing the main road/entry. The exterior horn/strobe is to be clearly visible by approaching emergency responders (near roof line on single story buildings and near second floor line on multi-story buildings). Remote annunciator is to be provided at a constantly attended location/main entry when the Fire Alarm Control Panel is located away from the main entry. Remote keyed test switches for smoke detectors or magnets for testing devices are not permitted.

Communications integrity monitoring shall comply with the following:

1. Multiple paths of communication are permitted at least once every 24 hours for each path of communication. Multiple paths of communication shall be comprised of one of the following methods:
 - 1.1. Land lines Primary and Secondary (Allowed at alternating 24-hour intervals)
 - 1.2. Land line and Cellular communicator Primary and Secondary
 - 1.3. Cellular communicator Primary and a Cellular communicator Secondary
 - 1.4. Land line or Cellular communicator Primary and IP Data line Secondary
 - 1.5. Land line or Cellular communicator Primary and two-way RF Secondary
2. Single paths of communication are permitted at least once every 60 minutes for the following communicators:
 - 2.1 Cellular communicators to include Dual Path.

Exception: Except where communication is required more frequently by this *code* or NFPA 72.

IP Data lines are not approved for use as the primary or singular communication line for Fire Alarm Control Panel's.

Where in duct smoke detectors are installed more than 10 feet above the finished floor or in arrangements where the detector's alarm or supervisory indicator is not visible to responding personnel, the detectors shall be provided with remote supervisory indication in a location acceptable to the *fire code official*. Activation of duct smoke detectors shall activate a general alarm condition.

Activation of the building fire alarm system by a manual pull station, waterflow switch, smoke detector, or any general alarm signal shall shutdown air handler units and ventilation systems to include extra-large ceiling fans.

The manual fire alarm box for Group R-2 occupancies is required by the *fire code official* to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. The manual fire alarm box location shall be approved by the *fire code official* and may or may not be located in an area that is accessible to the public.

Exception: The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory services.

- (51) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.2.2.1 to read as follows:

[F] 907.2.2.1 Ambulatory care facilities. Buildings or *fire areas* containing ambulatory care facilities shall be provided with a manual fire alarm system with an electronically supervised automatic smoke detection system installed within the ambulatory care facility and in public use

areas outside of tenant spaces, including public *corridors* and elevator lobbies where either of the following conditions exist at any time:

1. One or more rooms, chairs, beds, or spaces are provided for care recipients that are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the *level of exit discharge* serving the facility.

Care recipients are considered incapable of self-preservation where any of the following conditions exists to include, but not limited to:

1. Patients or care recipients requiring assistance or rescue by staff, other occupants or fire personnel to evacuate the building.
2. Medical staff must stabilize the patient prior to evacuation whereby staff would need to evacuate as well.
3. The use of medical gases including but not limited to oxidizing medical gases, such as oxygen and nitrous oxide.
4. The possibility of surgical fires.

The determination of whether or not a person is rendered incapable of self-preservation by the service provided need not be limited to persons who have been rendered unconscious for the procedure. It is reasonable to determine that a person has been rendered incapable of self-preservation if the person is conscious, yet unable to determine the direction of or traverse the *means of egress* without supervision or direction from staff or other persons, to include persons with or experiencing an altered state of consciousness.

Exception: Buildings equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 provided that the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

(52) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.2.3 to correct a contradiction in the exceptions to read as follows:

[F] 907.2.3 **Group E.** A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E occupancies. Where *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.

Exceptions:

1. A manual fire alarm system is not required in Group E occupancies with an *occupant load* of 50 or less.
2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the

manual fire alarm system initiates an *approved* occupant notification signal in accordance with Section 907.5.

3. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:
 - 3.1. Interior *corridors* are protected by smoke detectors.
 - 3.2. Auditoriums, cafeterias, gymnasiums and similar areas are protected by *heat detectors* or other *approved* detection devices.
 - 3.3. Shops and laboratories involving dusts or vapors are protected by *heat detectors* or other *approved* detection devices.
 - 3.4. The building is equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1.
 - 3.5. The emergency voice/alarm communication system will activate on sprinkler water flow.
 - 3.6. Manual activation is provided from a normally occupied location.

(53) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.2.4 to read as follows:

[F] 907.2.4 Group F. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group F occupancies where one of the following conditions exist:

1. The Group F occupancy is two or more stories in height.
2. The Group F occupancy *occupant load* of all floors is 100 or more persons.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

(54) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.2.7 to read as follows:

[F] 907.2.7 Group M. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group M occupancies where one of the following conditions exist:

1. The combined Group M *occupant load* of all floors is 100 or more persons.
2. The Group M *occupant load* is more than 50 persons above or below the lowest *level of exit discharge*.

Exceptions: Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and the occupant notification appliances will automatically activate throughout the notification zones upon sprinkler water flow.

(55) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.2.10 to read as follows:

[F] 907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S occupancies where one of the following conditions exist:

1. The combined Group S *occupant load* of all floors is 100 or more persons.
2. The Group S occupant load is more than 50 persons above or below the lowest *level of exit discharge*.
3. Group S occupancy storage buildings, storage units and buildings used for the storage of household goods, upholstered furniture, mattresses, and public- and self-storage occupancies for interior *corridors* and interior common areas. Visible notification appliances are not required within storage units.

Exception: Manual fire alarm boxes are not required for 1. or 2. where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1, and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

(56) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [M] 907.2.13.1.2 to read as follows:

[M] 907.2.13.1.2 Duct smoke detection. Duct smoke detectors complying with Section 907.3.1 shall be located in accordance with NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems and as follows:

1. In the main supply air plenum of each air-conditioning system having a capacity greater than 2,000 cubic feet per minute (cfm) (0.90 m³/s) or a combination of units drawing and/or supplying air to an area in excess of 2,000 cubic feet per minute (cfm) (0.90 m³/s). Such detectors shall be located in a serviceable area downstream of air filter(s), motors, electrical circuit boards, and/or controllers, and ahead of any branch connections in air supply systems.
2. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air-conditioning system. In Group R-1 and R-2 occupancies, a smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cfm (2.4 m³/s) and serving not more than 10 air-inlet openings.

(57) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.2 to add [F] 907.2.24 through [F] 907.2.24.3 to read as follows:

[F] 907.2.24 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R-4 occupancies as required in Sections 907.2.24.1 through 907.2.24.3.

[F] 907.2.24.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 1.1. The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 1.2. The notification appliances will activate upon sprinkler water flow.
 - 1.3. Not fewer than one manual fire alarm box is installed at an *approved* location.
2. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

[F] 907.2.24.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in *corridors*, waiting areas open to *corridors*, and *habitable spaces* other than *sleeping units* and kitchens.

Exception:

1. Smoke detection in *habitable spaces* is not required where the facility is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* and where each *sleeping unit* has a *means of egress* door opening directly to an *exit* or to an exterior *exit access* that leads directly to an *exit*.

[F] 907.2.24.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

(58) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending **[F] 907.3.1** to read as follows:

[F] 907.3.1 Duct smoke detectors. Smoke detectors installed in ducts shall be *listed* for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be installed on the supply side of the unit downstream of air filter(s), motors, electrical circuit boards, and/or controllers, and ahead of any branch connections in air supply systems. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is required by Section 907.2 or when a fire alarm system is present in the building to include multi-tenant buildings. Activation of a duct smoke detector shall initiate a general alarm condition. In facilities that are required to be monitored by a supervising station, duct detectors shall report as a fire alarm. They shall not be used as a substitute for required open area detection.

Exceptions:

1. The supervisory signal at a *constantly attended location* is not required where duct smoke detectors activate the building's fire alarm notification appliances.
2. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an *approved* location. Smoke detector trouble conditions shall activate a visible and audible signal in an *approved* location and shall be identified as air duct detector trouble.

(59) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.5 to read as follows:

[F] 907.5 Occupant notification. Occupant notification by fire alarms shall be in accordance with Sections 907.5.1 through 907.5.2.3.3. Occupant notification by smoke alarms in Group R-1 and R-2 occupancies shall comply with Section 907.5.2.1.3.2. Where an *automatic sprinkler system* is installed upon activation of the waterflow device the fire alarm control unit shall initiate occupant notification to alert building occupants.

(60) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.5.1 to read as follows:

[F] 907.5.1 Alarm activation and annunciation. Upon activation, fire alarm systems shall initiate occupant notification to alert building occupants, and shall annunciate at the fire alarm control unit, it shall be activated by:

1. Automatic fire detectors.
2. Automatic fire sprinkler system waterflow devices.
3. Manual fire alarm boxes.
4. Automatic fire extinguishing systems.

Exception: Where notification systems are allowed elsewhere in Section 907 to annunciate at a constantly attended location.

(61) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.5.2 to read as follows:

[F] 907.5.2 Alarm notification appliances. Alarm notification appliances shall be provided and shall be *listed* for their purpose. An exterior audio/visual device shall be installed on the responder's approach side of the building and be visible from the roadway or entry. The location of the exterior audio/visual device shall be *approved* by the *fire code official*.

(62) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.5.2.1 to read as follows:

[F] 907.5.2.1 Audible and visual alarms. Audible alarm notification appliances shall be provided and emit a distinctive sound that is not to be used for any purpose other than that of a fire alarm,

and visual alarm notification appliances shall be provided and emit a distinctive light that is not to be used for any purpose other than that of a fire alarm in accordance with Section 901.4.6.

Exceptions:

1. Audible alarm notification appliances are not required in critical care areas of Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2
2. A visible alarm notification appliance installed in a nurses' control station or other continuously attended staff location in a Group I-2, Condition 2 suite shall be an acceptable alternative to the installation of audible alarm notification appliances throughout a suite or unit in Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2.
3. Where provided, audible notification appliances located in each enclosed occupant evacuation elevator lobby in accordance with Section 3008.9.1 of the *International Building Code* shall be connected to a separate notification zone for manual paging only.

(63) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.5.2.3.1 to read as follows:

[F] 907.5.2.3.1 Public use areas and common use areas and occupiable areas. Visible alarm notification appliances shall be provided in *public use areas*, *common use areas*, and occupiable areas to include rooms and areas used for mechanical equipment, storage, electrical, information technologies, mezzanines, and similar.

Exception: Where employee work areas have audible alarm coverage, the notification appliance circuits serving the employee work areas shall be initially designed with not less than 20-percent spare capacity to account for the potential of adding visible notification appliances in the future to accommodate hearing-impaired employee(s).

(64) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.5.2.3.2 to read as follows:

[F] 907.5.2.3.2 Groups I-1, R-1, and R-2. *Habitable spaces in dwelling units and sleeping units* in Group I-1, R-1, and R-2 occupancies in accordance with Table 907.5.2.3.2 shall be provided with visible alarm notification appliances. Visible alarm notification appliances shall be activated by both the in-room smoke alarm and the building fire alarm system.

(65) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.6.3 to delete Exception to read as follows:

[F] 907.6.3 Initiating device identification. The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including

indication of normal, alarm, trouble and supervisory status, as appropriate. General device addresses identifying or labeled as “zone” is not permitted.

Exceptions:

1. Fire alarm systems that only include one manual alarm box, waterflow initiating devices.
2. Special initiating devices that do not support individual device identification.
3. Fire alarm systems or devices that are replacing existing equipment and that are not capable of addressable programming.

(66) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 907.7 to read as follows:

[F] 907.7 Installation testing, acceptance tests and completion. Upon completion of the installation, the fire alarm system and all fire alarm components shall be tested in accordance with NFPA 72. When required acceptance tests shall be performed as contained in the installation standards and as *approved* by the *fire code official*. The *fire code official* shall be notified before any required acceptance testing. Acceptance testing is performed by an *approved 3rd* party tester. The *fire code official* may perform inspections to ensure proper operation of *fire alarm systems* or allow *approved 3rd* party inspectors to perform inspections of *fire alarm systems*. After initial installation and/or alteration the following original copies of end of job documentation shall be provided to the *Fire Marshal*:

1. Certificate of Installation – Record of Completion,
2. Cibolo’s Emergency Communication Systems Record of Inspection and Testing,
3. Letter of Compliant Installation, and
4. As-builts (if applicable).

(67) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 912.1 to read as follows:

[F] 912.1 Installation. Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.1 through 912.7.

Construction documents. Fire Line systems shall be submitted for review and permitting prior to system installation or modifying. Three copies will be submitted unless otherwise stated by the *fire code official*. Deviation from approved plans shall require prior permission of the *fire code official*. Construction documents shall be drawn to an indicated scale, on sheets of uniform size, and shall show those items from the following list that pertain to the design of the system. Construction documents shall be provided in accordance with International Fire Code 2015 Edition with amendments, NFPA 13, NFPA 14, NFPA 24, and other national standards or regulations to include, but not be limited to, all of the following:

1. Fire line system plan design worksheet.
2. A plan showing all buildings, fire department connections, fire hydrants, fire apparatus access roads, alleys, driveways, sidewalks, and similar items. To include lengths and widths.

3. Compass point and the equipment symbol legend. (Note: Use of *NFPA 170* symbols is recommended)
4. Fire Line Plans are stamped and signed as required. (Designer and installer registered with Texas State Fire Marshal's Office)
5. Manufactures specifications and ratings on equipment and materials, to include but not limited to backflow prevention devices, couplings, valves, hardware, gauges, and similar components.
6. Location and description of all required signs. Each valve shall have identification signs indicating its function and what it controls, signage requirement and locations are noted on the plans, NFPA 6.6.
7. The fire line plan shows pipe size and placement to the hydrants and the building from the point of connection at the city main or water supply source.
8. Table identifying piping sizes, lengths, fittings, and similar.
9. Scale of plan sheets is to be 1/8 inch or similar as approved by the *fire code official*.
10. Method(s) of a restrained joint system is specified. If used, a thrust blocks size matrix with details or calculations is provided. Pipe system, thrust blocks, and fitting locations are detailed, NFPA 10.8.2. If used, the rod size and number of rods is specified, apply NFPA Section 10.8.3 and Table 10.8.3.1.2.2. If used, the size of restraint straps for tees is specified, apply Table 10.8.3.2.3. If used, clamp and rod detail is specified (1 pair of rods for each clamp) and the clamp size is specified, NFPA 10.8.3.1, A10.8.2.
11. Reduced Pressure Principal Backflow Prevention Device located on plans if installed outside of the building.
12. Valves in pits, used in lieu of Post Indicating Valves, are detailed to show conformance with NFPA Section 6.4, e.g. large enough for equipment placement, maintenance, inspection, and testing, and constructed to protect equipment from damage and accumulation of water.
13. The pipe is listed for fire protection service and complies with NFPA Table 10.1.1, is designed to withstand the system pressure needed based on the use of that portion of the system, and a listing data sheet is provided, NFPA 10.1.1, 10.1.5. Fire lines supplying system risers, and hydrants shall be minimum Class DR-18 and fire lines for fire department connections and standpipes systems shall be minimum Class DR-14.
14. The type and class of pipe material is specified, NFPA 10.1.4.
15. The method of joining pipe sections is specified and in compliance with Section 10.3 and the fittings are pressure compatible with the pipe, NFPA 10.2.5.
16. The depth of pipe for areas where frost is not a concern is detailed with the minimum depth being at 2.5 feet, or 3 feet when the pipe is located under vehicle traffic areas.
17. Backfill material for tamping around the pipe is specified, NFPA 10.9.
18. The flushing and hydrostatic test requirements are on the plans as specified in NFPA 10.10.2.
19. Hydraulic calculations of the fire line are provided on the plans.
20. Any additional information required by the *fire code official*.
21. The construction documents submittal shall include the manufacturer's installation instructions for any specially listed equipment, including equipment description, product literature (including cut sheets), specifications, applications, and limitations for any devices, piping, or fittings.

Fire department connection. Fire department connection and piping design shall meet the following to include, but not limited to the following:

1. Freestanding fire department connection piping and fire line piping shall not to be smaller than system riser piping.
2. Fire department connection piping is to run from the fire department connection to the riser room and connect directly to the fire sprinkler system riser above the alarm check valve. Fire department connection check valves are to be as high as possible and as close to the riser as possible or connect to a main line not smaller than the system riser.
3. No shutoff valves shall be permitted in the piping from the fire department connection head to the point that the fire department connection piping connects to the system piping supplying the sprinkler heads.
4. Automatic ball drip valve is to be located in lowest point of fire department connection piping, fire department connection piping is to slope back to freestanding fire department connection. Vertical and underground fire department connection line piping is to be dry until charged by the fire department.
5. The number of ports on a fire department connection head shall be determined by the sprinkler system demand with hose allowances calculated at 250 gpm per 2 ½ inch port.
Example: Area/zone greatest system demand 995 gpm + interior hose demand 500 gpm = 1,495 gpm divided by 250 gpm = 5.98 requires a fire department connection head with six 2 ½ inch ports.

6. Freestanding fire department connection piping and fire line pipe system sizing recommendations unless otherwise *approved* by the *fire code official*.
 Clappered Siamese FDC head for up to 500 gpm, minimum 4-inch piping.

Clappered Triamese FDC head for up to 750 gpm, 4- or 6-inch piping as design calculated.

Clappered 4- or 6-way FDC head for flows greater than 750 gpm as hydraulically calculated, minimum 6- or 8-inch piping as design calculated.

Clappered 8-way FDC head for flows greater than 1,500 gpm as hydraulically calculated, minimum 8 inch or larger piping as design calculated.

(68) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 912.2 to read as follows:

[F] 912.2 Locations. With respect to fire hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. Distance from a fire hydrant to fire department connection shall be within 100 feet (30 480 mm). No fire department connection shall be located on an exterior wall; fire department connections shall not be placed closer than the height of the exterior wall, unless *approved* by the *fire code official*. The fire department connection shall be located not less than 29 inches and not more than 39 inches above finish grade. The location of fire department connections shall be *approved* by the fire chief.

(69) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 912.4 to read as follows:

[F] 912.4 Access. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object.

Access to fire department connections shall be *approved* by the fire chief. The fire chief shall have the authority to require an increase in the minimum access widths where they are inadequate for fire operations.

Exception: Fences, where provided with a minimum 48 inch (1220 mm) access gate equipped with a sign complying with the legend requirement of Section 912.5 with letters not less than 2 inches (51 mm) high and a means of emergency operation shall be *approved* by the fire chief and maintained operational at all times.

(70) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 912.4.1 to read as follows:

[F] 912.4.1 **Locking fire department connection caps.** On new and existing buildings, the *fire code official* is authorized to require locking caps on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal. The *fire code official* will require all fire department connections to be equipped with locking caps with swivel guards. The type and brand shall be of one the fire department currently has a master key for.

(71) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 912.4.3 to read as follows:

[F] 912.4.3 **Physical protection.** Where fire department connections are subject to impact by a motor vehicle, vehicle impact protection shall be provided in accordance with Section 312. Fire department connections shall be no closer than 1 foot (304.8 mm), and no farther than of 15 feet (4572 mm), from the back of the curb of a fire apparatus access road. Fire department connections closer than 2 feet (610 mm) from the back of the curb or where no curbs are present shall be provided with vehicle impact protection in accordance with Section 312.

(72) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 912.5 to read as follows:

[F] 912.5 **Signs.** A metal identification plate with raised letters not less than 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such metal identification plates shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable.

The fire department connection shall be identified by a metal sign installed on a pole behind and extending above the fire department connection where identifying a freestanding fire department connection or by a metal sign above the fire department connection where identifying a wall mounted fire department connection. The wording on the sign shall be sized to be visible and readable from the street or fire apparatus access road the sign faces and at a minimum with the

letters “FDC” not less than six (6) inches high and mounted no lower than seven (7) feet from grade to the bottom edge of the sign.

Where the fire department connection does not serve the entire building, or where more than one fire department connection is provided, or where a fire department connection supplies more than the sprinkler system riser, a sign shall be provided indicating the portions of the building served, the zones or areas served, and any hose connections present.

(73) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [P] 912.6 to read as follows:

[P] 912.6 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems and fire pumps shall be protected against backflow as required by the *International Plumbing Code* and as follows:

Connections to the potable water distribution system for Fire Sprinkler Systems, Standpipe Systems, and Fire Pumps. Potable water distribution systems supplying standpipes, automatic sprinkler systems, and fire pumps shall be protected from backpressure and back siphonage by one of the following testable devices:

1. Double check valve backflow prevention assembly (DC)
2. Double check detector fire protection backflow prevention assembly
3. Reduced pressure principal backflow prevention assembly (RP)
4. Reduced pressure detector fire protection backflow prevention assembly

Fire Department Connections. Where fire protection systems are supplied from a nonpotable water source that is capable of being used by the fire department as a secondary water supply, such as a fire department connection the potable water supply shall be protected by one of the following:

1. Reduced pressure principal backflow prevention assembly (RP)
2. Reduced pressure detector fire protection backflow prevention assembly

Nonpotable water sources include fire department vehicles carrying water of questionable quality or water that is treated with antifreeze, corrosion inhibitors, or extinguishing agents. Fire apparatus carry tanks full of contaminated nonpotable water and it can be pumped into the sprinkler system through the FDC’s at greater pressures (as much as 3 times) than the municipal water system. This is why reduced pressure principal backflow prevention assembly are required.

Hydraulic Design. Where a backflow device is installed to protect the potable water supply from a fire protection system, the hydraulic design of the system shall account for the pressure drop through the backflow device. Where such devices are retrofitted for an existing fire protection system, the hydraulics of the sprinkler system design shall be checked to verify that there will be sufficient water pressure available for satisfactory operation of the fire sprinklers.

(74) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 912.7 to read as follows:

[F] 912.7 Installation testing and maintenance. Fire department connections shall be periodically inspected tested and maintained in accordance with NFPA 25. Records of inspection, testing and maintenance shall be maintained. Upon completion of the installation, all components shall be tested in accordance with NFPA requirements. When required acceptance tests shall be performed as contained in the installation standards and as *approved* by the *fire code official*. The *fire code official* shall be notified before any required acceptance testing. Acceptance testing is performed by an *approved* 3rd party tester. The *fire code official* may perform inspections to ensure proper installation and operation of fire department connecting and underground fire lines or allow *approved* 3rd party inspectors to perform inspections of fire department connecting and underground fire lines. After initial installation and/or alteration the following original copies of end of job documentation shall be provided to the *Fire Marshal*:

1. Contractor's Material and Test Certificate for Underground Piping (State's form and Cibolo's form),
2. Letter of Compliant Installation,
3. Backflow Test Report (where applicable), and
4. As-builts (if applicable).

(75) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS is hereby amended by amending [F] 913.1 to read as follows:

[F] 913.1 General. Where provided, fire pumps shall be installed in accordance with this section and NFPA 20. The sizing of fire pumps shall include all factors including but not limited to, fire pumps supplying interior fire sprinkler systems only to include hose allowance, fire pumps supplying more than interior fire sprinkler systems where any of the following could be supplied by the fire pump, interior fire sprinkler systems to include hose allowances (inside and outside), on-site fire hydrants, fire apparatus connecting to on-site fire hydrants, additional fire protection systems, and any additional fire-flow gpm as specified by the *fire code official* or fire chief. The total demand from all factors shall be added to determine the needed size of the fire pump.

(76) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending 1003 to add 1003.8 and read as follows:

1003.8 Special Provisions. Rooms in E occupancies used for kindergarten or daycare, having any children five years of age or less, classified as an E occupancy shall not be located above or below the first story.

Exceptions:

1. Basements or stories having floor levels located within four feet, measured vertically, from adjacent ground level at the *level of exit discharge*, provided the basement or story has exterior *exit doors* at that level.

2. In buildings equipped with an automatic sprinkler system throughout, rooms used for kindergarten or for daycare purposes may be located on the second story, provided there are at least two exterior *exit access stairways* or *ramps* for the exclusive use of such occupancies.

(77) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1008.3.2** to read as follows:

1008.3.2 Buildings. In the event of power supply failure, in buildings that require two or more *exits* or *access to exits*, an emergency electrical system shall automatically illuminate all of the following areas:

1. Interior *exit access stairways* and *ramps*.
2. *Interior* and *exterior exit stairways* and *ramps*.
3. *Exit passageways*.
4. Vestibules and areas on the *level of discharge* used for *exit discharge* in accordance with Section 1028.2.
5. Exterior landings as required by Section 1010.1.5 for exit doorways that lead directly to the *exit discharge*.
6. Group E occupancies shall have emergency egress lighting in interior *exit access* and *exit stairways* and *ramps*, *corridors*, windowless areas with student occupancy, classrooms, shops, and laboratories. All classrooms with windows shall have emergency egress lighting installed, at minimum, inside at the egress doors to the space.

(78) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1009.1** to read as follows:

1009.1 Accessible means of egress required. All new buildings or portions of buildings must comply with the accessibility standards adopted by the State of Texas. *Accessible means of egress* shall comply with this section. Accessible spaces shall be provided with not less than one *accessible means of egress*. Where more than one *means of egress* is required by Section 1006.2 or 1006.3 from any accessible space, each accessible portion of the space shall be served by not less than two *accessible means of egress*.

Exceptions:

1. One *accessible means of egress* is required from an accessible *mezzanine* level in accordance with Section 1009.3, 1009.4 or 1009.5.
2. In assembly areas with ramped *aisles* or stepped *aisles*, one *accessible means of egress* is permitted where the common path of travel is accessible and meets the requirements in Section 1030.8.

(79) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1010.1.2** to read as follows:

1010.1.2 Egress door types. Egress doors shall be of the side-hinged swinging door, pivoted door or balanced door types.

Exceptions:

1. Private garages other than attached residential garages, and storage areas with an *occupant load* of 5 or less.
2. Group I-3 occupancies used as a place of detention.
3. Critical or intensive care patient rooms within suites of health care facilities.
4. In other than Group H occupancies, revolving doors complying with Section 1010.3.1.
5. In other than Group H occupancies, special purpose horizontal sliding, accordion or folding door assemblies complying with Section 1010.3.3.
6. Power-operated doors in accordance with Section 1010.3.2.
7. Doors serving a bathroom within an individual *sleeping unit* in Group R-1.
8. In other than Group H occupancies, manually operated horizontal sliding doors are permitted in a *means of egress* from spaces with an *occupant load* of 10 or less.

(80) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1011.12** to read as follows:

1011.12 Stairway to roof. In buildings four or more stories above *grade plane*, one *stairway* shall extend to the roof surface, unless the roof has a slope steeper than 4 units vertical in 12 units horizontal (33-percent slope). In buildings of any height where roof access is provided access shall be in accordance with Section 1011.12.2.

Exception: Other than where required by Section 1011.12.1, in buildings without an occupied roof, access to the roof from the top story shall be permitted to be by an *alternating tread device*, a ship's ladder or a permanent ladder.

(81) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1011.12.2** to read as follows:

1011.12.2 Roof access. Where a stairway is provided to a roof of any story, access to the roof shall be provided through a penthouse complying with Section 1510.2 of the *International Building Code*.

Exception: In buildings of any story without an occupied roof, access to the roof shall be permitted to be a roof hatch or trap door not less than 16 square feet (1.5 m²) in area and having a minimum dimension of 32 inches (813 mm).

(82) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1013.3** to read as follows:

1013.3 Illumination. Exit signs shall be internally or externally illuminated. Where rooms are equipped with automatic light switches or lighting is remotely controlled *photoluminescent* exit signs are not permitted for use.

Exception: Tactile signs required by Section 1013.4 need not be provided with illumination.

(83) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1013.5** to read as follows:

1013.5 Internally illuminated exist signs. Electrically powered, *self-luminous* and *photoluminescent* exit signs shall be *listed* and labeled in accordance with UL 924 and shall be installed in accordance with manufacturer's instructions and Section 604. Exit signs shall be illuminated at all times. Where rooms are equipped with automatic light switches or lighting is remotely controlled *photoluminescent* exit signs are not permitted for use.

(84) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1025.5** to read as follows:

1025.5 Illumination. When *approved* for installation by the *fire code official* and where *photoluminescent* exit path markings are installed, they shall be provided with not less than 1 footcandle (11 lux) of illumination for not less than 60 minutes prior to periods when the building is occupied and continuously during the building occupancy. Where rooms are equipped with automatic light switches or lighting is remotely controlled *photoluminescent* exit path markings are not permitted for use.

(85) CHAPTER 15 ROOF ASSEMBLIES AND ROOFTOP STRUCTURES is hereby amended by amending section [A] **1502.4 Gutters** to the following underlined language, to read as follows:

[A] 1502.4 Gutters. Gutters and leaders placed on the outside of buildings, other than Group R-3, *private garages* and buildings of Type V construction, shall be of noncombustible material or not less than Schedule 40 plastic pipe. Any Group R or Group U occupancy with roof edges less than three (3) feet (914 mm) to any property line shall be provided with gutters and downspouts to direct roof water away from adjacent property.

(86) CHAPTER 16 STRUCTURE DESIGN is hereby amended at [A] **1612.3** to read as follows:

[A] 1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the City Council shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Cibolo," as adopted and as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

(87) CHAPTER 18 SOILS AND FOUNDATIONS is hereby amended at [A] 1801 to add 1801.2 to read as follows:

[A] 1801.2 Foundation Inspections. Elevation measurements shall be used to determine and verify accurate foundation floor elevations. Elevation measurements shall be submitted to the City's Building Department as a post pour inspection to be verified by City Staff. To achieve this, provide measurements of exterior foundation elevations at no less than the foundation corners, with "corners" being defined as all exterior offsets.

(88) CHAPTER 18 SOILS AND FOUNDATIONS is hereby amended at [A] 1808.1 to read as follows:

[A] 1808.1 General. Foundations shall be designed and constructed in accordance with Section 1808.2 through 1808.9 and Table 1604.3 ("Deflection Limits"). Shallow foundations shall also satisfy the requirements of Section 1809. Deep foundations shall also satisfy the requirements of Section 1810.

(89) CHAPTER 18 SOILS AND FOUNDATIONS is hereby amended at [A] 1808.6.2 to read as follows:

[A] 1808.6.2 Slab-on-ground foundations. Moments, shears, and deflections for use in designing slab-on-ground, mat or raft foundations on expansive soils shall be determined in accordance with WRI/CRSI Design of Slab- on-Ground Foundations or PTI Design of Post-Tensioned Slabs-on- Ground, Third Edition along with the PTI Standard Requirements for Analysis of Shallow Concrete Foundations on Expansive Soils. Using the moments, shears and deflections determined above, non-pre-stressed slabs-on-ground, mat or raft foundations on expansive soils shall be designed in accordance with WRI/CRSI Design of Slab-on-Ground Foundations and post tension slab-on-ground, mat or raft foundations on expansive soils shall be designed in accordance with PTI Design of Post- Tensioned Slabs-on-Ground, Third Edition along with the PTI Standard Requirements for Analysis of Shallow Concrete Foundations on Expansive soils. It shall be permitted to analyze and design such slabs by other methods that account for soil-structures interaction, the deformed shape of soil support, the plate or stiffened plate action of the slab as well as both center lift and edge lift conditions. Such alternative methods shall be rational and the basis for all aspects and parameters of the method shall be available for peer review.

(90) CHAPTER 18 SOILS AND FOUNDATIONS is hereby amended by at [A] 1809.4 to read as follows:

[A] 1809.4 Depth and width of footings. The minimum depth of exterior footings below the undisturbed ground surface shall be 36 inches. The minimum width of footings shall be 12 inches. All foundations shall be designed by a Professional Engineer registered in the State of Texas. All drawings and documentation must be signed and sealed by said Professional Engineer. The above information and a geotechnical report shall be required for each lot. All requirements below shall be met:

1. Design letter referencing soils report number, date of report, and soils Engineer name; specific location including lot, block, and subdivision; specific design criteria including soil bearing capacity, plasticity index, and potential vertical rise. The Engineer shall also provide documentation of a concrete mix design with performance criteria based on soils and seasonal conditions.
2. Signed and sealed drawings clearly indicating strand and reinforcement placement, pier size, depth, location, and reinforcing beam size and location, and special details. Design calculations must be included in the permanent permit file for each project.
3. Documentation clarifying the Design Engineer performed a pre-pour inspection. This inspection shall take place prior to requesting a foundation inspection from the Building Official. The Engineer shall provide to the Building Official a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design prior to the issuance of a Certificate of Occupancy.
4. Rough grading of lot after form removal to maintain drainage away from the foundation during the construction process.
5. The post tensioning cannot take place until the seventh (7th) day after the concrete has been poured and no framing can start until at least one day after the post tensioning has taken place, unless otherwise directed by the Engineer, based upon accepted engineering practices including testing of sample cylinders to support the Engineer's recommendation.
6. For conventional steel foundations, no framing shall start until the seventh (7th) day after the concrete has been poured unless otherwise directed by the Engineer, based upon accepted engineering practices and including testing of sample cylinders to support the Engineer's recommendation.
7. Prior to receiving a Certificate of Occupancy, a final survey indicating final grade elevations and verifying positive drainage away from the foundation.

(91) CHAPTER 31 SPECIAL CONSTRUCTION is hereby amended at [A] 3107.1 to read as follows:

[A] 3107.1 General. Signs shall be designed, constructed and maintained in accordance with this code and ordinances adopted by the City of Cibolo regulating signs. Where conflicts arise between the Building Code and the Code of Ordinances, the city ordinance shall govern.

(92) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended at [A] 3308.1.1 to read as follows:

[A] 3308.1.1 Obstructions. Construction materials and equipment shall not be placed or stored so as to obstruct any street, alley, public right-of-way, access to fire hydrants, standpipes, fire or police alarm boxes, catch basins, or manholes, nor shall such material or equipment be located within 20 feet of a street intersection, or placed so as to obstruct normal observations of traffic signals, obstruct the view of traffic or hinder the use of public transit loading platforms.

- (93) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended by amending [F] 3311.1 to read as follows:

[F] 3311.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed prior to construction exceeding 25 feet (7620 mm) in height above the lowest level of fire department vehicle access. Such standpipe shall be provided with fire department hose connections at accessible locations adjacent to usable stairways. Such standpipes shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.

- (94) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended by amending [F] 3312 to add [F] 3312.3 to read as follows:

[F] 3312.3 Furniture, fixtures, and equipment. In buildings where an *automatic sprinkler system* is required, furniture, fixtures, and equipment shall not be stored in the building or areas of the building until the system is in service and approved by the *fire code official* and monitoring of system is active. In building where the system is installed in segments furniture, fixtures, and equipment shall only be permitted in areas where the system is in service and monitored.

Exception: As approved by the *fire code official*.

- (95) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended by amending [F] 3313.2 to read as follows:

[F] 3313.2 Combustible building materials. When combustible building materials of the building under construction are delivered to a site, a minimum fire flow of 1,500 gallons per minute (5678 L/m) shall be provided. The fire hydrant used to provide this fire-flow supply shall be within 400 feet (122 m) of the combustible building materials, as measured along an *approved* fire apparatus access lane. Where the site configuration is such that one fire hydrant cannot be located within 400 feet (122 m) of all combustible building materials, additional fire hydrants shall be required to provide coverage in accordance with this section.

- (96) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended by amending [F] 3313.3 to read as follows:

[F] 3313.3 Vertical construction of Types II, III, IV and V construction. Prior to commencement of vertical construction of Type II, III, IV or V buildings that utilize any combustible building materials, the fire flow required by Sections 3313.3.1 through 3313.3.3 shall be provided, accompanied by fire hydrants in sufficient quantity to deliver the required fire flow and proper coverage, and accessible from *approved* fire apparatus access roads.

(97) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended by amending [F] 3313.3.1 to read as follows:

[F] 3313.3.1 **Fire separation up to 30 feet.** Where a building of Type II, III, IV or V construction has a *fire separation distance* of less than 30 feet (9144 mm) from property lot lines, and an adjacent property has an existing structure or otherwise can be built on, the water supply shall provide either a minimum of 1,500 gallons per minute (5678 L/m) or the entire fire flow required for the building when constructed, whichever is greater.

(98) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended by amending [F] 3313.3.2 to read as follows:

[F] 3313.3.2 **Fire separation of 30 feet up to 60 feet.** Where a building of Type II, III, IV or V construction has a fire separation distance of 30 feet (9144 mm) up to 60 feet (18 288 mm) from property lot lines, and an adjacent property has an existing structure or otherwise can be built on, the water supply shall provide a minimum of 1,500 gallons per minute (5678 L/m) or 50 percent of the fire flow required for the building when constructed, whichever is greater.

(99) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended by amending [F] 3313.3.3 to read as follows:

[F] 3313.3.3 **Fire separation of 60 feet or greater.** Where a building of Type II, III, IV or V construction has a fire separation of 60 feet (18 288 mm) or greater from a property *lot line*, a water supply of 1,500 gallons per minute (5678 L/m) shall be provided.

(100) CHAPTER 33 SAFEGUARDS DURING CONSTRUCTION is hereby amended by amending [F] 3313.4 to read as follows:

[F] 3313.4 **Vertical construction, Type I construction.** If combustible building materials are delivered to the construction site, water supply in accordance with Section 3313.2 shall be provided. Additional water supply for fire flow is not required prior to commencing vertical construction of Type I buildings, unless combustible materials are present within the walls of the building.

(101) APPENDIX G FLOOD RESISTANT CONSTRUCTION is hereby amended at [G] 103.2 to read as follows:

[G] 103.2 **Establishment of flood hazard areas.** The designation of flood hazard areas are established as described in section 1612.3 of the Building Code, and as adopted by City Council.

(102) APPENDIX H SIGNS is hereby amended at [H] 101.1 to read as follows:

[H] 101.1 **General.** A sign shall not be erected in a manner that would confuse or obstruct the view of or interfere with exit signs required by Chapter 10 or with official traffic signs, signals, or devices or be in conflict with Ordinances adopted by the City of Cibola regulating signs. Signs and sign support structures, together with their supports, braces, guys and anchors, shall be kept in repair and in a proper state of maintenance. The display

surfaces of signs shall be kept neatly painted or posted at all times. Where conflicts arise between the Building Code and the Code of Ordinances the city ordinance shall govern.

(c) All references to the ICC Electrical Code are deleted and shall reference the current adopted version of the National Electric Code, 2023 Edition. All references to the Standards of the National Fire Protection Association shall refer to the most recent additions on file in the office of the Fire Marshal.

Sec. 14-3. - NFPA 70 National Electrical Code.

(a) The NFPA 70 National Electrical Code, 2023 Edition, including Annexes A, B, C, E, F, G, and sections 80.1 through 80.13 of Annex H, as amended by subsection **14-3(b), (c)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) The following sections or subsections of the National Electrical Code are hereby revised to read as follows:

(1) ARTICLE 90 INTRODUCTION is hereby amended at **90.1.1** to read as follows:

90.1.1 Title. These regulations shall be known as the Electrical Code of the City of Cibolo, herein after referred to as "the Code."

(2) ARTICLE 100 DEFINITIONS is hereby amended to add the definition of Engineering Supervision to read as follows:

"Engineering Supervision" shall mean supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations.

(3) ARTICLE 210 BRANCH CIRCUITS NOT OVER 1000 VOLTS AC, 1500 VOLTS DC, NOMINAL, is hereby amended by deleting the Exception in **210.11(C)(4)**.

(4) ARTICLE 210 BRANCH CIRCUITS NOT OVER 1000 VOLTS AC, 1500 VOLTS DC, NOMINAL is hereby amended at **210.19(A)** to read as follows:

210.19(A) General. Branch-circuit conductors shall have an ampacity not less than the maximum load to be served. No branch circuit shall have wire smaller than #12 AWO copper. Conductors shall be sized to carry not less than the larger of 210.19(A)(1)(a) or (b).

(5) ARTICLE 210 BRANCH CIRCUITS NOT OVER 1000 VOLTS AC, 1500 VOLTS DC, NOMINAL is hereby amended at **210.22** to read as follows:

210.22 Permissible Loads, Individual Branch Circuits, Outlet maximums. An individual branch circuit shall be permitted to supply any load for which it is rated, but in no case shall the load exceed the branch-circuit ampere rating. Outlet maximums are not to exceed 12 outlets per circuit serving general lighting circuits; not to exceed six (6) outlets serving each GFCI circuit; and not to exceed four (4) outlets serving the small appliance branch circuit for counter tops.

(6) ARTICLE 210 BRANCH CIRCUITS NOT OVER 1000 VOLTS AC, 1500 VOLTS DC, NOMINAL is hereby amended at **210.50** to add a new subsection (D) to read as follows:

210.50(D) Separate Dedicated Branch Circuits. Separate dedicated branch circuits shall be provided for each refrigerator, dishwasher, and garbage disposal unit. These appliances shall be cord connected, and the garbage disposal shall be switched by a snap

switch located above or adjacent to the kitchen sink. The dishwasher circuit will have no other outlets on the circuit.

(7) ARTICLE 210 BRANCH CIRCUITS is hereby amended at **210.52(C)(2)** to read as follows:

210.52(C)(2) Island and Peninsular Countertops and Work Surfaces. Receptacle outlets, when installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52(C)(3).

(8) ARTICLE 220 BRANCH-CIRCUIT, FEEDER, AND SERVICE LOAD CALCULATIONS is hereby amended at **220.1** to read as follows:

220.1 Scope. This article provides requirements for calculating branch-circuit, feeder, and service loads. Part I provides general requirements for the calculation methods. Part II provides calculation methods for branch-circuit loads. Part III and Part IV provide calculation methods for feeder and service loads. Part V provides calculation methods for farm loads. Part IV provides calculation methods for health care facilities, Part VII provides calculations methods for marinas, boatyards, floating buildings, and commercial and noncommercial docking facilities. All Commercial, Residential and Industrial plans shall include load calculations using the appropriate method as indicated in this Code. This shall include, but shall not be limited to, both feeders, and service entrance, and service lateral conduction. The above referenced load calculations must be provided with the permit application and plan for a new service on an existing dwelling.

(9) ARTICLE 230 SERVICES is hereby amended at **230.70(A)(1)** to read as follows:

230.70(A)(1) Readily Accessible Location. All services shall have main disconnecting means located outside of the building being served with a maximum distance from building of 75'.

(c) The following amendments shall supersede any conflicting provision of the adopted Code and include the following:

1. All accessible abandoned wiring systems and abandoned equipment both high voltage and low voltage, shall be removed from all buildings or lease spaces when there is a change of use, remodeling, or finish out work.
2. Electrical drawings of all multi-family, commercial and industrial plans must be sealed by an appropriate Engineer that is licensed by the State of Texas.

Sec. 14-4. - Plumbing code.

(a) The 2021 Edition of the International Plumbing Code including Appendices Chapters B, C, D, and E as amended by subsection **14-4(b)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or sub-sections of the International Plumbing Code are hereby revised to read as follows:

- (1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending section **101.1** to read as follows:

101.1 Title. These provisions shall be known as the Plumbing Code of Cibolo and shall be cited as such and will be referred to herein as "this code".

- (2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting sections **103, 104.8, 105.1, 109.2, 113, 114, 115, and 116.**

- (3) CHAPTER 6 WATER SUPPLY AND DISTRIBUTION is hereby amended by amending **607.5** to read as follows:

[E] 607.5 Insulation of piping. For other than Group R2, R3 and R4 occupancies that are three stories or less in height above grade plane, piping to the inlet of a water heater and piping conveying water heated by a water heater shall be insulated in accordance with Section C404.4 of the *International Energy Conservation Code*. For Group R2, R3 and R4 occupancies that are three stories or less in height above grade plane, piping to the inlet of a water heater and piping conveying water heated by a water heater shall be insulated in accordance with Section R403.5.2 of the *International Energy Conservation Code*.

- (4) CHAPTER 6 WATER SUPPLY AND DISTRIBUTION is hereby amended by amending **608.14** to read as follows:

608.14 Backflow protection. Means of protection against backflow shall be provided in accordance with Sections 608.14.1 through 608.14.9.

- (5) CHAPTER 6 WATER SUPPLY AND DISTRIBUTION is hereby amended by amending **608.17.4** to read as follows:

608.17.4 Connections to automatic sprinkler systems and standpipe systems. Connections to the potable water distribution system for Fire Sprinkler Systems, Standpipe Systems, and Fire Pumps. Potable water distribution systems supplying standpipes, automatic sprinkler systems, and fire pumps shall be protected from backpressure and backsiphonage by one of the following testable devices:

5. Double check valve backflow prevention assembly (DC)
6. Double check detector fire protection backflow prevention assembly
7. Reduced pressure principal backflow prevention assembly (RP)
8. Reduced pressure detector fire protection backflow prevention assembly

Fire Department Connections. Where fire protection systems are supplied from a nonpotable water source that is capable of being used by the fire department as a secondary water supply, such as a fire department connection the potable water supply shall be protected by one of the following:

3. Reduced pressure principal backflow prevention assembly (RP)
4. Reduced pressure detector fire protection backflow prevention assembly

Nonpotable water sources include fire department vehicles carrying water of questionable quality or water that is treated with antifreeze, corrosion inhibitors, or extinguishing agents. Fire apparatus carry tanks full of contaminated nonpotable water and it can be pumped into the sprinkler system through the FDC's at greater pressures (as much as 3 times) than the municipal water system. This is why reduced pressure principal backflow prevention assembly are required.

- (6) CHAPTER 7 SANITARY DRAINAGE is hereby amended at **701.6 Test** to add a new subsection **701.6.1** to read as follows:

701.6.1 Pre-pour Test. The first floor DWV system shall be retested and inspected prior to the slab being poured to assure there are no broken drainpipes below slab resulting from the backfill and steel placement. The water lines and trap primers, if any, will also be checked at this time.

- (7) CHAPTER 7 SANITARY DRAINAGE is hereby amended at **708.1.11.2** to read as follows:

708.1.11.2 Cleanout plug trim covers. Cleanouts located in traffic-bearing areas shall be installed with a vehicle traffic-bearing box. The box shall be set in concrete slab, extending at least 12 inches from the perimeter of the cleanout. The slab shall be no less than 6 inches thick. The concrete shall be no less than 2,500 psi.

Sec. 14-5. - Residential code.

(a) The 2021 Edition of the International Residential Code including Appendices Chapters AE, AH, AO, AQ, and AW as amended by subsections **14-5(b)-(i)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or sub-sections of the International Residential Code are hereby revised to read as follows:

(1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **R101.1** to read as follows:

R.101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of Cibolo and shall be cited as such and will be referred to herein as "this code".

(2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting **R103, R104.8** and **R104.10**.

(3) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at R105.2 at Building item number (1) to read as follows:

R105.2 Work exempt from permit.

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 100 square feet and is on a temporary foundation.

(4) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **R105.2** to delete Building item numbers (2) and (5) in their entirety.

(5) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **R105.2** at Building item number (10) to read as follows:

R105.2 Work exempt from permit.

...

Building:

10. Decks not exceeding 64 square feet (5.95 m²) in area that is not more than 18 inches above grade at any point.

(6) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **R105.3** to add new item numbers (8), (9) and (10) to read as follows:

8. Indicate the total square footage of the foundation and all floors above or below as measured from the exterior and indicate the number of stories.

9. Be accompanied by the International Energy Conservation Code compliance certification specific to the permitted address.

10. Indicate the total square footage of existing and proposed impervious cover (i.e.: foundation, driveway, sidewalks, etc.)

- (7) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **R105.5** to add a new permit expiration deadline, as underlined below, and to read as follows:

R105.5 Expiration. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance or after commencements of work if more than 180 days pass between inspections. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Any permit that is not completed within 365 days of issuance will be invalid and a new permit must be issued. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each with the ability to add fees.

- (8) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **R106.1.1** to add specific requirements and to read as follows:

R106.1.1 Information on construction documents. Construction documents shall be drawn upon suitable material. Electronic media documents are permitted to be submitted where approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulation, as determined by the building official.

1. Indicate the street name, address number, and lot and block numbers.
2. Engineered foundation plan. Foundation plans shall have all details identified.
3. Floor plans shall be scaled and laid out as it is to be built, if plans show optional details options shall be clearly indicated, show glazing percentages.
4. Frame details shall include but not be limited to live load design, wind speed design, wall bracing requirements, studs required for support of beams, header size and support requirements.
5. Roof and ceiling joist plan with specifications and details.
6. Electrical plan.
7. Plumbing plan.
8. Heating, ventilation, and air conditioning plan.
9. Construction plans shall have adopted codes listed.
10. Give such other data and information as required by the building official.

11. Indicate the total square footage of all impervious cover (i.e.: foundation, driveway, sidewalks etc.).

- (9) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **R106.2** to add specific requirements and to read as follows:

R106.2 Site plan or plot plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing the size and location of new construction and existing structures on the site and distances from lot lines. In the case of demolition, the site plan shall show construction to be demolished and location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan where the application for permit is for alteration or repair where otherwise warranted.

1. Indicate the street name, address number, and lot and block numbers.
2. Provide total lot square footage.
3. Provide the total square footage of the foundation to include attached garages.
4. Indicate percentage of all impervious coverage.
5. Provide square footage of foundation to include garages, porches, patios, driveways, and walkways.
6. Indicate all building setback lines.
7. Indicate all easements.
8. Indicate property pin locations and distance.
9. Percentage of slope on driveway.
10. Indicate drainage elevation across the property.
11. Show curb lines and sidewalks.
12. Give such other data and information as required by the building official.

- (10) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting **R108.2, R112, R113 and R114.**

- (11) CHAPTER 3 BUILDING PLANNING is hereby amended at **Table R301.2(1)** in section **R301.2** to provide the local design criteria for the City of Cibolo as follows:

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp. e	Ice Barrier Under- Layment Required	Flood Hazardsg	Air Freezing Indexl	Mean Annual Temp. j
	MpH	Effects		Weatheringa	Frost Line Depthb	Termitec					
5	115	NO	A	Negligible	12"	Moderate to Heavy	30° F	NO	Sec Adopted Ordinances	50 Days	70° F

NOTES (a thru m) REMAIN AS WRITTEN

- (12) CHAPTER 3 BUILDING PLANNING is hereby amended at **R311.5** to add a new subsection **R311.5.1** to read as follows:

R311.5.1 Obstruction. Except for a fence, no obstruction shall be placed in the side yard setback that impedes the drainage, ingress to or egress from the side yard area from front to back. There shall be a minimum clearance of 30 inches between any obstruction and the fence or property line.

- (13) CHAPTER 3 BUILDING PLANNING is hereby amended at **R313.2** to read as follows:

R313.2 One and two-family dwellings automatic fire systems. All one- and two-family dwellings 4500 square foot and larger shall have an automatic fire sprinkler system installed in accordance with Section P2904 or NFPA 13D.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with a sprinkler system.

- (14) CHAPTER 3 BUILDING PLANNING is hereby amended by the deletion of **R313.2.1 Design and installation** in its entirety.

- (15) CHAPTER 3 BUILDING PLANNING is hereby amended at **R315.2.2** to read as follows:

R315.2.2 Alterations, repairs and additions. Where alterations, repairs or addition requiring a building permit occur inside of existing dwellings that have attached garage or inside of existing dwellings within which fuel-fired appliances exist, or where one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be equipped with smoke and carbon monoxide alarms located as required for new dwellings.

Exceptions:

1. Work involving the exterior surfaces of dwellings, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck, is exempt from the requirements of this section.

2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section.
3. Installation or repairs of mechanical systems that are not fuel fired.

(16) CHAPTER 4 FOUNDATIONS is hereby amended at **R402.2** to add new subsection **R402.2.2** to read as follows:

R402.2.2. Flatwork Specifications shall meet the requirements of the "Flatwork Requirements in the City of Cibolo" handout available at the permit office.

(17) CHAPTER 4 FOUNDATIONS is hereby amended at **R403.1.4** to read as follows:

R403.1.4 Minimum Depth. Exterior footings shall be placed not less than 36" below the undisturbed ground surface. Deck footings shall be in accordance with Section R507.3.

(18) CHAPTER 4 FOUNDATIONS is hereby amended at **R403.1.8** to read as follows:

R403.1.8 Foundations on expansive soils. Foundation and floor slabs for buildings located on expansive soils shall be designed in accordance with Section 1808.6 of the International Building Code, The American Society of Civil Engineers Texas, Section - Recommended Practice for the Design of Residential Foundations, Version 2, as it currently exists or may be amended, and/or other accepted industry standards that may be acceptable to the Building Official. All foundations shall be designed by a registered Professional Engineer in the State of Texas and all drawings and documentation must be signed and sealed. The above information and a geotechnical report shall be required for each lot. Documentation shall include:

1. Design letter referencing soils report number, date of report, and soils engineer name; specific location including lot, block, and subdivision; specific design criteria including soil bearing capacity, plasticity index, and potential vertical rise. The engineer shall also approve a concrete mix design with performance criteria based on soils and seasonal conditions,
2. Signed and sealed drawings clearly indicating strand and reinforcement placement, pier size, depth, location, and reinforcing beam size and location, and special details. Design calculations must be included in the permanent permit file for each project.
3. Design engineer shall perform a pre-pour inspection. This inspection shall take place prior to requesting a foundation inspection from the Building Official. The engineer shall provide to the Building Official a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design prior to the issuance of a Certificate of Occupancy.
4. Rough grading of lot after form removal to maintain drainage away from the foundation during the construction process.

5. The post tensioning cannot take place until the 7th day after the concrete has been poured and that no framing can start until one day after the post tensioning has taken place, unless otherwise directed by the engineer, based on accepted engineering practices and sample cylinders have been tested to support the engineer's specifications.
6. For conventional steel foundations, no framing shall start until the 11th day after the concrete has been poured unless otherwise directed by the engineer, based on accepted engineering practices and sample cylinders have been tested to support the engineer's specifications.
7. Prior to receiving a Certificate of Occupancy, a final survey indicating final grade elevations and verifying positive drainage away from the foundation.

Exception: Slab-on-ground and other foundation systems which have performed adequately in soil conditions similar to those encountered at the building site are permitted subject to the approval of the building official.

- (19) CHAPTER 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS is amended at **M1301.3 Installation of materials** to add subsection **M1301.3.1** to read as follows:

M1301.3.1 Duct insulation. Ducts installed in houses that will have spray foam insulation shall be maintained with a minimum of 12" clearance from roof deck for proper installation of insulation.

- (20) CHAPTER 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS is amended at **M1305.1.2** to read as follows:

M1305.1.2 Appliances in attics. Attics containing appliances requiring access shall be provided with an opening with a permanent ladder and a clear and unobstructed passageway large enough to allow removal of the largest appliance, but not be less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the appliance. The passageway shall have continuous solid flooring in accordance with Chapter 5 not less than 24 inches (610 mm) wide and not less than 3/4-inch (19 mm) thick. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide and not less than 3/4-inch (19 mm) thick shall be present along all sides of the appliance where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), where such dimensions are large enough to allow removal of the largest appliance.

The Exceptions to M305.1.2 are not amended.

- (21) CHAPTER 16 DUCT SYSTEMS is amended at **M1601.4.1 Joints, seams, and connections** to add a sentence at the end to read as follows:

"All joints and seams for duct systems shall be sealed with mastic and any damaged air ducts or duct boards must be repaired with a listed material."

- (c) All walls containing plumbing, piping, or conduit larger than 2-inch (38 mm) inside diameter shall have a minimum of 6-inch (152 mm) stud width.
- (d) All pressure gauges installed or used for testing shall have the working range in the middle third of the gauges minimum and maximum pressure ends.
- (e) All piping, ducting and similar penetrations through walls, floors and ceilings shall be sealed to prevent entry of rodents and insects.
- (f) All water service and supply lines crossing under sidewalks or driveways shall be enclosed within a sleeve two pipe sizes greater than the pipe passing through, so as to allow removal and replacement, and shall be at a minimum depth of 12 inches (305 mm) below finish grade unless otherwise required by the code official. The use of streets, alleys and public property for the storage or handling of materials or of equipment required for construction or demolition, and the protection provided to the public shall comply with the provisions of the authority having jurisdiction and this section.
- (g) Construction materials and or equipment shall not be placed or stored so as to obstruct any street, alley, public right-of-way, access to fire hydrants, standpipes, fire or police alarm boxes, catch basins or manholes, nor shall such material or equipment be located within 20 feet (6.1 m) of a street intersection, or placed so as to obstruct normal observations of traffic signals or obstruct the view of traffic.
- (h) Construction materials, trash, garbage, rubbish, and debris shall be secured or contained in approved covered containers so as to prevent such items from leaving the property, lot or construction site. Uncovered containers may be approved in writing at the discretion of the code official. Construction sites shall be kept neat, clean and orderly and free of hazards.
- (i) Trenching and Excavating. Underground utilities shall be located and marked before trenching or excavating. It shall be a violation of this ordinance to trench or excavate without properly making request for utility locates, and for damaging utilities that have been properly located. Requests shall be made using state recognized locating guidelines and procedures.

Sec. 14-6. - Energy conservation code.

(a) The 2021 Edition of the International Energy Conservation as amended by subsection **14-6(b)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or subsections of the International Energy Conservation Code are hereby revised to read as follows:

(1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **101.1** to read as follows:

101.1 Title. This code shall be known as the International Energy Conservation Code of Cibolo and shall be cited as such. It is referred to herein as "this code."

(2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting sections **C104.2, C109, C110, R104.2, R109** and **R110**.

Sec. 14-7. - Property maintenance code.

(a) The 2021 Edition of the International Property Maintenance Code as amended by subsections **14-7(b)-(d)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or sub-sections of the International Property Maintenance Code are hereby revised to read as follows:

(1) CHAPTER I SCOPE AND ADMINISTRATION is hereby amended at **[A] 101.1** to read as follows:

[A] 101.1 Title. These regulations shall be known as the Property Maintenance Code of Cibolo, hereinafter referred to as "this code."

(2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **[A] 102.3** to read as follows:

[A] 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, 2021 Edition, International Plumbing Code, 2021 Edition, International Mechanical Code, 2021 Edition, International Energy Conservation Code, 2021 Edition, International Residential Code, 2021 Edition and the National Electrical Code, 2023 Edition or more recent edition. Nothing in this code shall be construed to cancel, modify or set aside any provision of the City's Zoning Ordinance or other ordinances adopted by the City of Cibolo. The above referenced codes supersede any other codes that may be referenced in this code.

(3) CHAPTER I SCOPE AND ADMINISTRATION is hereby amended by deleting sections **103, 104.1, 105.7, 107, 108, 109, 110, 111, 112, and 113.**

(4) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **[A] 104** to read as follows:

[A] 104 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as adopted by the City Council from time to time in the City's Fee Schedule.

(5) CHAPTER 2 DEFINITIONS is hereby amended at **[A] 201.3** to read as follows:

[A] 201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, 2021 Edition, International Fire Code, 2021 Edition, City's Zoning Ordinance, International Plumbing Code, 2021 Edition, International Mechanical Code, 2021 Edition or the National Electrical Code, 2023 Edition or more recent edition, such terms shall have the meanings ascribed to them as stated in those codes,

(6) CHAPTER 2 DEFINITIONS is hereby amended by deleting the definition of "inoperable motor vehicle."

[A] 201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, 2021 Edition, International Fire Code, 2021 Edition, City's Zoning Ordinance, International Plumbing Code, 2021 Edition,

International Mechanical Code, 2021 Edition or the National Electrical Code, 2023 Edition or more recent edition, such terms shall have the meanings ascribed to them as stated in those codes,

(7) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by deleting section [A] 302.4 and [A] 308.

(8) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended at [A] **304.14** to read as follows:

304.14 Insect screens. During the period from March 1st to November 30th, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(9) CHAPTER 5 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS is hereby at [A] **505.4** to read as follows:

[A] **505.4 Water heating facilities.** Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120° F (49° C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

(10) CHAPTER 6 MECHANICAL AND ELECTRICAL REQUIREMENTS is hereby amended at [A] **602.3** to read as follows:

[A] **602.3 Heat supply.** Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from November 1st to February 28th to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions are not amended.

(10) CHAPTER 6 MECHANICAL AND ELECTRICAL REQUIREMENTS is hereby amended at [A] **602.4** to read as follows:

[A] **602.4 Occupiable workspaces.** Indoor occupiable workspaces shall be supplied with heat during the period from November 1st to February 28th to maintain a temperature of not less than 65° F (18° C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

(c) All references to the ICC Electrical Code are deleted and shall reference the current adopted version of the National Electric Code, 2023 Edition or most recent edition.

(d) All pressure gauges installed or used for testing shall have the working range in the middle third of the gauges minimum and maximum pressure ends.

Sec. 14-8. - Existing building code.

(a) The 2021 Edition of the International Existing Building Code including Appendices Chapters A, B, C and Appendix Chapters Resource A as amended by subsection **14-8(b)-(c)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or subsections of the International Existing Building Code are hereby revised to read as follows:

(1) CHAPTER I SCOPE AND ADMINISTRATION is hereby amended by at [A] **101.1** to read as follows:

[A] **101.1 Title.** These regulations shall be known as the Existing Building Code of Cibolo, hereinafter referred to as "this code."

(2) CHAPTER I SCOPE AND ADMINISTRATION is hereby amended by deleting [A] **103**, [A] **104.8**, [A] **104.10**, [A] **105.2.1**, [A] **108.2**, [A] **112**, [A] **113**, [A] **114**, [A] **115**, [A] **116**, and [A] **117**.

(c) All references to the ICC Electrical Code are deleted and shall reference the current adopted version of the National Electric Code, 2023 Edition or most recent edition.

(d) All piping, ducting and similar penetrations through walls, floors and ceilings shall be sealed to prevent entry of rodents and insects.

(e) All water service and supply lines crossing under sidewalks or driveways shall be enclosed within a sleeve two pipe sizes greater than the pipe passing through, so as to allow removal and replacement, and shall be at a minimum depth of 12 inches (305 mm) below finish grade unless otherwise required by the code official.

(f) The use of streets, alleys and public property for the storage or handling of materials or of equipment required for construction or demolition, and the protection provided to the public shall comply with the provisions of the authority having jurisdiction and this section.

(g) Construction materials and equipment shall not be placed or stored so as to obstruct any street, alley, public right-of-way, access to fire hydrants, standpipes, fire or police alarm boxes, catch basins or manholes, nor shall such material or equipment be located within 20 feet (6.1 m) of a street intersection, or placed so as to obstruct normal observations of traffic signals or obstruct the view of traffic.

(h) Trenching and Excavating. Construction materials, trash, garbage, rubbish, and debris shall be secured or contained in approved covered containers so as to prevent such items from leaving the property, lot or construction site. Uncovered containers may be approved in writing at the discretion of the code official. Construction sites shall be kept neat, clean and orderly and free of hazards.

(i) Underground utilities shall be located and marked before trenching or excavating. It shall be a violation of this ordinance to trench or excavate without properly making request for utility locates, and for damaging utilities that have been properly located. Requests shall be made using nationally recognized locating guidelines and procedures.

Sec. 14-9. - Mechanical code.

(a) The 2021 Edition of the International Mechanical Code as amended by subsection **14-9(b)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or subsections of the International Mechanical Code are hereby revised to read as follows:

(1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **101.1** to read as follows:

101.1 Title. This code shall be known as the Mechanical Code of Cibolo and shall be cited as such. It is referred to herein as "this code."

(2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby deleting sections **103, 104.8, 105.1, 109.2, 113, 114, 115 and 116.**

(3) CHAPTER 2 DEFINITIONS is hereby amended by amending **202** so the definitions listed below read as follows:

202 General Definitions.

COMMERCIAL COOKING APPLIANCES. Appliances that are used outside of residential occupancies and are used in a commercial setting or commercial food service establishment for heating or cooking food and which produce grease vapors, steam, fumes, smoke or odors that are required to be removed through a local exhaust ventilation system. Such appliances include deep fat fryers, upright broilers, griddles, broilers, steam-jacketed kettles, hot-top ranges, under-fired broilers (charbroilers), ovens, barbecues, rotisseries, and similar appliances. For the purpose of this definition, a food service establishment shall include any building, or a portion thereof used for the preparation and serving of food.

(4) CHAPTER 6 DUCT SYSTEMS is hereby amended by amending **606.2** to read as follows:

606.2 Where required. Duct smoke detectors shall be located in accordance this Section and with NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems. Smoke detectors shall be installed where indicated in Sections 606.2.1 through 606.2.3.

Exception: Smoke detectors shall not be required where air distribution systems are less than 2,000 cfm (0.9 m³/s) and are incapable of spreading smoke beyond the enclosing walls, floors and ceilings of the room or space in which the smoke is generated.

(5) CHAPTER 6 DUCT SYSTEMS is hereby amended by amending **606.2.1** to read as follows:

606.2.1 Return air systems. Smoke detectors shall be installed in the supply side of air systems with a design capacity greater than 2,000 cfm (0.9 m³/s), such detectors shall be located in a serviceable area downstream of air filter(s), motors, electrical circuit boards, and/or controllers, and ahead of any branch connections in air supply systems

Exception: Smoke detectors are not required in the return air system where all portions of the *building* served by the air distribution system are protected by area smoke detectors connected to a fire alarm system in accordance with the *International Fire Code*. The area smoke detection system shall comply with Section 606.4.

(6) CHAPTER 6 DUCT SYSTEMS is hereby amended by amending **606.2.2** to read as follows:

606.2.2 Common supply and return air systems. Where multiple air-handling systems share common supply or return air ducts or *plenums* with a combined design capacity greater than 2,000 cfm (0.9 m³/s), the return air system shall be provided with smoke detectors in accordance with Section 606.2.1.

Exception: Individual smoke detectors shall not be required for each fan-powered terminal unit, provided that such units do not have an individual design capacity greater than 2,000 cfm (0.9 m³/s) and will be shut down by activation of one of the following:

1. Smoke detectors required by Sections 606.2.1 and 606.2.3.
2. An *approved* area smoke detector system located in the supply air *plenum* serving such units.
3. An area smoke detector system as prescribed in the exception to Section 606.2.1.

In all cases, the smoke detectors shall comply with Sections 606.4 and 606.4.1.

(7) CHAPTER 6 DUCT SYSTEMS is hereby amended by amending **606.2.3** to read as follows:

606.2.3 Return air risers. Where return air risers serve two or more stories and serve any portion of a return air system having a design capacity greater than 15,000 cfm (7.1 m³/s), smoke detectors shall be installed at each story. Such smoke detectors shall be located upstream of the connection between the return air riser and any air ducts or *plenums*.

(8) CHAPTER 6 DUCT SYSTEMS is hereby amended by amending **[F] 606.4.1** to read as follows:

[F] 606.4.1 Supervision. The duct smoke detectors shall be connected to a fire alarm system where a fire alarm system is required by Section 907.2 of the *International Fire Code*. The actuation of a duct smoke detector shall activate a visible and audible supervisory signal at a constantly attended location. In facilities that are required to be monitored by a supervising station, duct smoke detectors shall report as a general alarm signal.

Exceptions:

1. The supervisory signal at a constantly attended location is not required where the duct smoke detector activates the *building's* alarm-indicating *appliances*.
2. In *occupancies* not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and audible signal in an *approved* location. Duct smoke detector trouble conditions shall activate a visible or audible signal in an *approved* location and shall be identified as air duct detector trouble.

Sec. 14-10. - Fuel gas code.

(a) The 2021 Edition of the International Fuel Gas Code as amended by subsection **14-10(b)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or subsections of the International Fuel Gas Code are hereby revised to read as follows:

(1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **101.1** to read as follows:

101.1 Title. This code shall be known as the Fuel Gas Code of Cibolo and shall be cited as such. It is referred to herein as "this code."

(2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting sections **103, 104.8, 105.1, 109.2, 113, 114, and 115.**

Sec. 14-11. - Swimming pool and spa code.

(a) The 2021 Edition of the International Swimming Pool and Spa Code as amended by subsection **14-11(b)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or subsections of the International Swimming Pool and Spa Code are hereby revised to read as follows:

(1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **101.1** to read as follows:

101.1 Title. This code shall be known as the Swimming Pool and Spa Code of Cibolo and shall be cited as such. It is referred to herein as "this code."

(2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby by deleting sections **103, 104.8, 104.9, 108.2, 111, 112, 113, and 114.**

Sec. 14-12. - Private sewage disposal code.

(a) The 2021 Edition of the International Private Sewage Disposal Code as amended by subsection **14-12(b)** is hereby adopted. A copy of the Code shall be maintained on file with the City.

(b) That the following sections and/or subsections of the International Private Sewage Disposal Code are hereby revised to read as follows:

(1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended at **101.1** to read as follows:

101.1 Title. This code shall be known as the Private Sewage Disposal Code of Cibolo and shall be cited as such. It is referred to herein as "this code."

Sec. 14-13.-Fire Code

- (a) The 2021 edition of the International Fire Code, including Appendices, B, C, D, E, F, G, H, I, J, K, L, M, and N as amended by subsection 14-13(b) is hereby adopted. A copy of the code shall be maintained on file with the City.
- (b) That the following sections and/or sub-sections of the International Fire Code are hereby revised to read as follows:

- (1) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 101.1 to read as follows:

[A] **101.1 Title.** These regulations shall be known as the *Fire Code* of Cibolo, hereinafter referred to as “this code”.

- (2) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 102.3 to read as follows:

[A] **102.3 Change of use or occupancy.** Changes shall not be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with this code and the *International Building Code*. A change of occupancy within the same division of the same group or occupancy shall not be made unless the use or occupancy is made to comply with the requirements of Chapter 11 and the *International Existing Building Code*.

Exception: Where *approved* by the *fire code official*, a change of occupancy shall be permitted without complying with the requirements of this code and the *International Existing Building Code*, provided that the new or proposed use or occupancy is less hazardous, based on life and fire risk, than the existing use or occupancy.

- (3) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by adding [A] 102.3.1 to read as follows:

[A] **102.3.1 Use and occupancy.** No building or structure shall be used or occupied, and no change in the existing occupancy classification or ownership of a building or structure or portion thereof shall be made, until the *building code official* conducts a final inspection, the *fire code official* conducts a fire prevention inspection, and the *building code official* has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances, court orders, or regulations of the jurisdiction.

Exception: New certificates of occupancy are not required for work exempt from permits and/or work authorization under Section 105.6.

- (4) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending the title of [A] 103 to read as follows:

**SECTION 103
DEPARTMENT OF FIRE PREVENTION**

- (5) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 103.1 to read as follows:

[A] **103.1 General.** The department of fire prevention is established within the jurisdiction of Cibolo. The function of the department shall be the implementation, administration and enforcement of the provisions of this code. The fire chief, or his designee, shall be known as the fire code official.

- (6) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting [A] 103.2.

- (7) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 104.1 to read as follows:

[A] **104.1 General.** The *fire code official* is hereby authorized to enforce the provisions of this code. It shall be the duty of the *fire code official* to oversee and enforce this code, and he is hereby given the authority and power to issue citations, notices of violation, and notices of closure for unsafe and/or dangerous structures, for the safety and protection of property and citizens from fire hazards and dangerous conditions, and has the authority to render interpretations of this code and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions as required to achieve compliance with this code. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code. Such policies, procedures, rules and regulations shall not have the effect of waiving requirements specifically provided for in this code.

- (8) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 104.3 to read as follows:

[A] **104.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or where the *fire code official* has reasonable cause to believe that there exists in a building or on any premises any conditions or violations of this code that make the building or premises unsafe, dangerous or hazardous, the *fire code official* shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed on the *fire code official* by this code. If such building or premises is occupied, the *fire code official* shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the *fire code official* shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the building or premises and request entry. If entry is refused, the *fire code official* has recourse to every remedy provided by law to secure entry. No owner or occupant or any other person having charge, care or control of any building shall fail or neglect, after proper demand is made as herein provided, to properly permit entry by the inspections department or authorized representatives for the purpose of inspection or examination under such exigent circumstances affecting the safety of persons and/or property, or to take such prudent action to abate a fire hazard, unsafe or dangerous condition.

- (9) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 104.3 to add [A] 104.3.2 to read as follows:

[A] **104.3.2 Photographic documentation.** Members of the inspections department making such examinations or inspections shall have the right, with proper credentials, and be authorized to take audio recordings, the required number of photographs, or video recordings for evidence and for records to document and study fire hazards, fire code violations, and scientific control for fire safety.

(10) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting [A] **104.7.**

(11) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] **104.8.2** to read as follows:

[A] **104.8.2 Technical assistance.** To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a system, building, or premises subject to inspection by the *fire code official*, the *fire code official* is authorized to require the *owner* or owner's authorized agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the *fire code official* and shall analyze the fire safety properties of the design, operation or use of the system, building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes or to show compliance with the code. The *fire code official* is authorized to require design submittals to be prepared by, and bear the stamp and signature of, a *registered design professional*. Any project requiring a permit or is proposing changes to a system, building, or premises will be subject to this requirement.

(12) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] **104.12.2** to read as follows:

[A] **104.12.2 Obstructing operations.** No person shall obstruct the operations of the fire department in connection with extinguishment or control of any fire, or actions relative to other emergencies, or disobey any lawful command of the *fire code official*, and no person shall obstruct the operations of the Fire Marshal in connection with the investigation of any fire, or actions relative to other emergencies, or inspections, or disobey any lawful command of the *fire code official* in charge of the investigation or any part thereof, or any lawful order of a police officer assisting the fire department.

(13) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] **104.12** to add [A] **104.12.4** to read as follows:

[A] **104.12.4 Removal of debris and rubble after a fire.** The Fire Marshal is authorized to require the owner or owner's authorized agent to remediate fire damage.

1. The owner or person having under his control or in his possession upon any premises in the city, any burnt or partially burnt furniture, bedding, hay, straw, bales of wool, cotton, paper, carpet, vehicles, or other substances which have been rendered useless or unmerchantable by reason of any fire on such premises, or any debris resulting from such fire, must remove such substances and debris from such premises within one week after notice to do so has been served by the Fire Marshal.
2. Whenever any building or other structure in the city is partially burned, or completely burned the owner thereof or the person in charge or control thereof, shall within ninety days after notice from the Fire Marshal, remove all refuse, debris, charred and partially burned lumber and material from the ground; and if such building or other structure shall be burned to such an extent that it is rendered incapable of being repaired, the owner of the property upon which

structure is located, or person in charge and control thereof, shall within one hundred eighty days after notice from the Fire Marshal, remove all remaining portion of the building or structure, from the ground.

3. The Fire Marshal may extend the ninety-day period of removal of such burned or partially burned buildings, when the insurance adjustment, if any, is still pending.

(14) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.1.1 to read as follows:

[A] 105.1.1 Permits required. A property *owner* or *owner's* authorized agent who intends to conduct an operation or business, or install or modify systems or equipment that are regulated by this code, or cause any such work to be performed, shall first make application to the city building department whereas; Permit applications shall be submitted to, plans reviewed by, and permits issued by the city building department. Where a person, company, or firm is required to be licensed or registered with the Texas State Fire Marshal's Office that person, company, or firm shall be responsible for making application and obtaining a permit for the proposed work. It shall be a violation of this code for person, company, or firm that is required to be licensed or registered with the Texas State Fire Marshal's Office to hire or have a person, company, or firm that is not licensed or registered with the Texas State Fire Marshal's Office to preform work under that permit.

(15) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.1.4 to read as follows:

[A] 105.1.4 Emergency repairs. Where equipment replacement and repair must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the city building department whereas; Permit applications shall be submitted to, and permits issued by the city building department.

(16) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.2 to read as follows:

[A] 105.2 Application. Application for a permit required by this code shall be made to the *fire code official* in such form and detail as prescribed by the *fire code official*. Applications for permits shall be accompanied by such plans as prescribed by the *fire code official*. Plans shall be submitted to the city building department for review and shall comply with and provide adequate information and details as applicable with this code and the *International Code Council* fire plan review guidelines and *NFPA* fire plan review guidelines.

(17) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.2.1 to read as follows:

[A] 105.2.1 Refusal to issue permit. If the application for a permit describes a use that does not conform to the requirements of this code and other pertinent laws and ordinances, the *fire code official* shall request to the city building department that they shall not issue a permit, but shall return the application to the applicant with the refusal to issue such permit. Such refusal shall, where requested, be in writing and shall contain the reasons for refusal.

(18) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.2.4 to read as follows:

[A] 105.2.4 Action on application. The *fire code official* shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *fire code official* or 3rd party fire inspector shall reject such application in writing, stating the reasons therefore. If the *fire code official* is satisfied that the proposed work or operation conforms to the requirements of this code and laws and ordinances applicable thereto, the *fire code official* shall notify the city building department therefore as soon as practicable a permit may be issued.

(19) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 105.3.2** to read as follows:

[A] 105.3.2 Extensions. A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit where work is unable to be commenced within the time required by this section for good and satisfactory reasons. The *fire code official* is authorized to grant, in writing, one or more extensions of the time period of a permit for periods of not more than 180 days each and shall notify the city building department whereby; extensions to permits will be issued by the city building department. Such extensions shall be requested by the permit holder in writing and justifiable cause demonstrated.

(20) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 105.3.3** to read as follows:

[A] 105.3.3 Occupancy prohibited before approval. The building or structure shall not be occupied prior to the *fire code official* authorizing issuance of a permit and conducting associated inspections indicating the applicable provisions of this code have been met.

(21) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 105.3.4** to read as follows:

[A] 105.3.4 Conditional permits. Where permits are required and upon the request of a permit applicant, the city building department is authorized to issue a conditional permit to occupy the premises or portion thereof before the entire work or operations on the premises is completed, provided that such portion or portions will be occupied safely prior to full completion or installation of equipment and operations without endangering life or public welfare. The city building department shall notify the permit applicant in writing of any limitations or restrictions necessary to keep the permit area safe. The holder of a conditional permit shall proceed only to the point for which approval has been given, at the permit holder's own risk and without assurance that approval for the occupancy or the utilization of the entire premises, equipment or operations will be granted, and at a minimum have all the following conditions met:

1. The building fire sprinkler systems is in place and fully operational, and shall not be shut down for additional work on the system,
2. The building fire alarm system is in place and fully operational, and capable of reporting all alarms and signals, and is monitored by a contracted monitoring company,
3. All lighting and egress requirements are in place and met in the areas to be occupied,
4. Separation from construction and non-construction areas, and
5. Any additional requirements as determined to be needed by the *fire code official*, or building official.

Fully operational life safety systems are not required to be Tagged or have final passed inspections.

(22) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.3.6 to read as follows:

[A] **105.3.6 Compliance with code.** The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the *fire code official* from requiring the correction of errors in the construction documents and other data, or from requiring the corrections after construction or installation has been completed. Any addition to or alteration of approved construction documents shall be approved in advance by the *fire code official* as evidenced by the issuance of a new or amended permit.

(23) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.3.7 to read as follows:

[A] **105.3.7 Information on the permit.** The city building department shall issue permits required by this code on an *approved* form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the *fire code official*. Issued permits shall bear the signature of the *building code official* or other *approved* legal authorization.

(24) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.3.8 to read as follows:

[A] **105.3.8 Validity of permit.** The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinances of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on *construction documents*, operational documents and other data shall not prevent the *fire code official* from requiring correction of errors in the documents or other data, or from requiring the corrections after construction or installation has been completed.

(25) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.4 to read as follows:

[A] **105.4 Revocation.** The *fire code official* is authorized to revoke a permit issued under the provisions of this code where it is found by inspection or otherwise that there has been a false statement or misrepresentation as to the material facts in the application or *construction documents* on which the permit or approval was based including, but not limited to, any one of the following:

1. The permit is used for a location or establishment other than that for which it was issued.
2. The permit is used for a condition or activity other than that listed in the permit.
3. The work being performed exceeds or does not meet the scope of work described on the permit.
4. Conditions and limitations set forth in the permit have been violated.
5. There have been any false statements or misrepresentations as to the material fact in the application for permit or plans submitted or a condition of the permit.
6. The permit is used by a different person, company, or firm than the name for which it was issued.
7. The permittee failed, refused, or neglected to comply with orders or notices duly served in accordance with the provisions of this code within the time provided therein.
8. The permit was issued in error or in violation of an ordinance, regulation or this code.

(26) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A]

105.5

to read as follows:

[A] **105.5 Required operational permits.** The *fire code official* is authorized to require operational permits for the operations set forth in Sections 105.5.1 through 105.5.52. Operational permits are required for the operations for the following Subsections 105.5.1, 105.5.2, 105.5.3, 105.5.4, 105.5.5, 105.5.6, 105.5.7, 105.5.8, 105.5.9, 105.5.10, 105.5.11, 105.5.12, 105.5.13, 105.5.14, 105.5.16, 105.5.18, 105.5.22, 105.5.23, 105.5.24, 105.5.25, 105.5.28, 105.5.30, 105.5.31, 105.5.32, 105.5.33, 105.5.34, 105.5.35, 105.5.37, 105.5.38, 105.5.40, 105.5.41, 105.5.42, 105.5.43, 105.5.46, 105.5.47, 105.5.48, 105.5.49, 105.5.50, 105.5.52, 105.5.52, and the *fire code official* when deemed necessary is authorized to require operational permits for any of the operations set forth in Sections 105.5.1 through 105.5.53.

(27) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A]

105.5.12 to read as follows:

[A] **105.5.12 Cutting and welding.** An operational permit is required to conduct cutting or welding operations within the jurisdiction. All personnel supervising or performing cutting and welding operations must have successfully completed NFPA's Hot Work Safety Program and hold a current Certificate.

(28) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A]

105.5.16 to read as follows:

[A] **105.5.16 Explosives.** An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of *explosives, explosive materials*, fireworks or pyrotechnic special effects within the scope of Chapter 56.

Exception: Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 5606. Those items otherwise exempted under Texas Occupations Code, Section 2154.002 entitled "Exemptions" as amended.

(29) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.5.25 to read as follows:

[A] **105.5.25 Hot work operations.** An operational permit is required for hot work including, but not limited to:

1. All personnel supervising or performing hot work operations must have successfully completed NFPA's Hot Work Safety Program and hold a current Certificate.

Exception: Students enrolled at an educational facility learning welding and other hot work during the course of their training.

2. Public exhibitions and demonstrations where hot work is conducted.
3. Use of portable hot work equipment inside a structure.

Exception: Work that is conducted under a construction permit.

4. Fixed-site hot work equipment, such as cutting, welding booths, and similar.
5. Hot work conducted within a wildfire risk area.
6. Application of roof coverings with the use of an open-flame device.
7. Where *approved*, the *fire code official* may issue an operational permit to carry out a hot work program. This program allows an *approved* hot work supervisor and personnel to regulate their facility's hot work operations. The *approved* personnel shall be trained in the fire safety aspects denoted in this code and NFPA 51B Standard for Fire Prevention During Welding, Cutting, and Other Hot Work, and a hot work supervisor shall be responsible for issuing working permits requiring compliance with the requirements found in Chapter 35. These permits shall be issued only to their employees or hot work operations under their supervision.

(30) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.5.27 to read as follows:

[A] **105.5.27 Lumber yards and woodworking plants.** An operational permit is required for the storage or processing of lumber exceeding 25,000 board feet (2,083 ft³) (59 m³).

(31) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.5.31 to read as follows:

[A] **105.5.31 Miscellaneous combustible storage.** An operational permit is required to store in any building or on any premises in excess of 2,000 cubic feet (56 m³) gross volume of combustible empty packing cases, boxes, barrels or similar containers, combustible pallets, rubber tires, rubber, cork or similar combustible material.

(32) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.5.45 to delete motor fuel-dispensing facilities as it is covered in 105.5.33 and read as follows:

[A] **105.5.45 Repair garages.** An operational permit is required for the operation of repair garages.

(33) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.5.48 to read as follows:

[A] **105.5.48 Storage of scrap tires and tire byproducts.** An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,000 cubic feet (56 m³) of total volume of scrap tires, and for indoor storage of tires and tire byproducts.

(34) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by adding [A] 105.5.53 to read as follows:

[A] 105.5.53 Battery systems. An operational permit is required for stationary storage battery systems having a liquid capacity of more than 20 gallons (75 L).

(35) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.6 to read as follows:

[A] 105.6 Required construction permits. The *fire code official* is authorized to require, and construction permits are required for the work set forth in Sections 105.6.1 through 105.6.24.

(36) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 105.6.5 to read as follows:

105.6.5 Energy storage systems. A construction permit is required to install energy storage systems regulated by Chapter 12.

(37) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 106.2.1 to read as follows:

[A] 106.2.1 Information on construction documents. *Construction documents* shall be drawn to scale on suitable material. Documents in a digital format are allowed to be submitted where *approved* by the *fire code official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the *fire code official*, and any other information as required by the *fire code official*. Plans submitted for review shall comply with and provide adequate information and details as applicable with this code and the *International Code Council* fire plan review guidelines and *NFPA* fire plan review guidelines. Buildings or portions of buildings storing or using chemicals including occupancy groups storing less than the maximum allowable quantity shall submit material classification letters to include a floor layout showing locations and amounts to be stored, method of use and any other information as required by the *fire code official*.

Occupancy classification letter / material classification letter. A completed occupancy classification letter / material classification letter or other approved Fire Protection report shall be submitted to the *fire code official* for buildings or portions thereof that are to be used for any of the following purposes:

1. Warehousing or storage,
2. Retail including rack display of products,
3. Hazardous Materials storage and/or use,
4. Manufacturing,
5. Sales or storage of upholstered furniture, or
6. When it is determined by the *fire code official* that sufficient quantities of chemicals are stored on site that could pose a hazard to firefighters in a fire emergency.

The occupancy classification letter / material classification letter is required to be submitted:

1. With the building permit submittal documents submitted to the *fire code official* when seeking a building permit;
2. To the *fire code official* during a final fire prevention inspection; or
3. At any other time when required by the *fire code official*.

The occupancy classification letter / material classification letter is to be prepared by the owner and/or tenant of the building/space in question. It is to be signed, dated and on company letterhead. The owner/tenant may use a registered design professional to prepare the occupancy classification letter / material classification letter or the *fire code official* may require the owner/tenant to use a registered design professional to prepare the occupancy classification letter / material classification letter. If the occupancy classification letter / material classification letter is prepared by a registered design professional, it is to be countersigned by the owner and/or tenant. A revised occupancy classification letter / material classification letter is to be submitted to the *fire code official* for review and approval prior to a change in:

1. The type or amount of chemicals or hazardous material(s) used or stored,
2. The type or amount of storage, storage height, method of storage, or change of storage location, or
3. The manufacturing process.

(38) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 106.2.2 to read as follows:

[A] 106.2.2 Fire protection system design and construction drawings. Design and construction drawings for the fire protection system(s) shall be submitted to indicate compliance with this code and the *construction documents* and shall be *approved* prior to the start of installation. Design and construction drawings shall contain all information as required by the referenced installation standards in Chapter 9.

(39) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 106.2.3 to read as follows:

[A] 106.2.3 Applicant responsibility. It shall be the responsibility of the applicant to ensure that the *construction documents* include all of the fire protection requirements and the design and construction drawings are complete and in compliance with the applicable State Laws and local codes and standards.

(40) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 106.2.4 to read as follows:

[A] 106.2.4 Reviewed documents. *Construction documents reviewed* by the *fire code official* are reviewed with the intent that such *construction documents* comply in all respects with this code. Reviewed documents by the *fire code official* shall not relieve the applicant and/or contractor of the responsibility of compliance with this code, local, state, or federal laws and codes. Any errors, oversights, or omissions from a review shall not preclude the designer or installer from complying with local, state, or federal laws and codes.

(41) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 106.3 to read as follows:

[A] 106.3 Amended construction documents. Work shall be installed in accordance with the *reviewed construction documents* which a permit was issued for, any changes made during construction that are not in compliance with, modified, or altered the work from the *reviewed construction documents* which a permit was issued for shall be resubmitted for review as an amended set of *construction documents* prior to the continuation of work.

(42) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending [A] 106.4 to read as follows:

[A] 106.4 Retention of construction documents. One set of *construction documents* shall be retained by the *fire code official* for a period of not less than 5 years or for as long as the structure or activity to which such records or approvals relate remains in existence, unless otherwise provided by other regulations, or as required by state or local laws. One set of *reviewed construction documents* shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress. Where changes or modification were made during construction a complete set of new *As-Builts construction documents* shall be provided to the *fire code official* at the completion of the project. A complete set of *construction documents* shall be provided to the owner(s) at the completion of the project for their records.

(43) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 107.3** to read as follows:

[A] 107.3 Permit valuations. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *fire code official*, or *building code official* the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the *fire code official*. Final permit valuation shall be set by the *fire code official* or *building code official*.

(44) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 107.4** to read as follows:

[A] 107.4 Work commencing before permit issuance. A person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to a fee established by the applicable governing authority, which shall be in addition to the required permit fees and may receive a citation/summons to appear in municipal court.

(45) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 108.1** to read as follows:

[A] 108.1 Inspection authority. The *fire code official*, authorize representative of the fire department, inspectors, or other related technical officers is authorized to enter and examine any building, structure, marine vessel, vehicle or premises in accordance with Section 104.3 for the purpose of enforcing this code.

(46) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 108.2** to read as follows:

[A] 108.2 Inspections. The *fire code official*, authorize representative of the fire department, inspectors, or other related technical officers is authorized to conduct such inspections as are deemed necessary to determine the extent of compliance with the provisions of this code and to approve reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be prepared and submitted in writing for review and approval. Inspection reports shall be certified by a responsible officer of such *approved* agency or by the responsible individual. The *fire code official* is authorized to engage such expert opinion as deemed necessary to report on unusual, detailed or complex technical issues subject to the approval of the governing body.

(47) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 108.4** to read as follows:

[A] 108.4 Approvals. Approval as the result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. The approval of an inspection shall not prevent the *fire code official* or 3rd party fire inspector from requiring the correction of errors or violations in the construction or installation or from requiring the corrections after construction or installation has been completed. Inspections presuming to give authority to violate or cancel provisions of this code or of other ordinances of the jurisdiction shall not be valid.

(48) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 109.2** to read as follows:

[A] 109.2 Testing and operation. Equipment, systems, and devices requiring periodic testing or operation to ensure maintenance shall be tested or operated as specified in this code, applicable *NFPA* requirements, and/or manufactures requirements.

(49) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 109.4** to read as follows:

[A] 109.4 Supervision. Maintenance and testing shall be under the supervision of a responsible person who shall ensure that such maintenance and testing are conducted at specified intervals in accordance with this code, applicable *NFPA* requirements, and/or manufactures requirements.

(50) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 109.6** to read as follows:

[A] 109.6 Overcrowding. Overcrowding or admittance of any person beyond the *approved* capacity of a building or a portion thereof shall not be allowed. The *fire code official* upon finding any overcrowding conditions, or obstructions in *aisles*, passageways or other *means of egress*, or upon finding any condition which constitutes a life safety hazard, shall be authorized to cause the function, gathering, or event to be stopped and if deemed necessary vacate the building until such condition, overcrowding, or obstruction is corrected. A person commits an offense if he or she refuses to obey an order to vacate.

(51) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by deleting section **[A] 111, [A] 112 and [A] 113.**

(52) CHAPTER 1 SCOPE AND ADMINISTRATION is hereby amended by amending **[A] 113.4** to read as follows:

[A] 113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition. Upon conviction for a violation of this subsection, a person shall be liable

(53) CHAPTER 2 DEFINITIONS is hereby amended by amending the following terms in **202** to read as follows:

202 General Definitions.

[BG] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less-than-24-hour basis to persons who are rendered *incapable of self-preservation* by the services provided or staff has accepted responsibility for care recipients already incapable.

Care recipients are considered incapable of self-preservation where any of the following conditions exists to include, but not limited to:

1. Patients or care recipients requiring assistance or rescue by staff, other occupants or fire personnel to evacuate the building.
2. Medical staff must stabilize the patient prior to evacuation whereby staff would need to evacuate as well.
3. The use of medical gases including but not limited to oxidizing medical gases, such as oxygen and nitrous oxide.
4. The possibility of surgical fires.

The determination of whether or not a person is rendered incapable of self-preservation by the service provided need not be limited to persons who have been rendered unconscious for the procedure. It is reasonable to determine that a person has been rendered incapable of self-preservation if the person is conscious, yet unable to determine the direction of or traverse the means of egress without supervision or direction from staff or other persons, to include persons with or experiencing an altered state of consciousness.

BATTERY TYPES. For the purposes of this code, certain types are defined as follows:

Flow battery. A type of storage battery that includes chemical components dissolved in two different liquids. Ion exchange, which provides the flow of electrical current, occurs through the membrane while both liquids circulate in their respective spaces.

Lead-acid battery. A storage battery that is comprised of lead electrodes immersed in sulfuric electrolyte.

Lithium metal polymer battery. A storage battery that is comprised of nonaqueous liquid or polymerized electrolytes, which provide ionic conductivity between lithiated positive active material electrically separated from metallic lithium or lithiated negative active material.

Lithium-ion battery. A storage battery that consists of lithium ions embedded in a carbon graphite or nickel metal-oxide substrate. The electrolyte is a polymer mixture of carbonates with an inorganic salt and can be in a liquid or a gelled polymer form. The lithium ions are the charge carriers of the battery.

Nickel-cadmium (Ni-Cd) battery. An alkaline storage battery in which the positive active material is nickel oxide, the negative contains cadmium and the electrolyte is potassium hydroxide.

Nickel-metal hydride (Ni-MH). An alkaline storage battery in which the positive active material is nickel oxide, the negative electrode is an intermetallic compound and the electrolyte is usually potassium hydroxide.

Nonrecombinant battery. A storage battery in which, under conditions of normal use, hydrogen and oxygen gases are created by electrolysis are vented into the air outside of the battery.

Recombinant battery. A storage battery in which, under conditions of normal use, hydrogen and oxygen gases are created by electrolysis and are converted back into water inside the battery instead of venting into the air outside of the battery.

Preengineered stationary storage battery system. An energy storage system consisting of batteries, a battery management system, components and modules that are produced in a factory, designed to comprise the system when assembled on the job site.

Prepackaged stationary storage battery system. An energy storage system consisting of batteries, a battery management system, components and modules that is factory assembled and shipped as a complete unit for installation at the job site.

Sodium-beta storage battery. A storage battery, also referred to as a Na-beta battery or NBB, which uses a solid beta-alumina electrolyte membrane that selectively allows sodium ion transport between a positive electrode such as metal halide and a negative sodium electrode.

Stationary storage battery. A group of electrochemical cells interconnected to supply a nominal voltage of DC power to a suitably connected electrical load, designed for service in a permanent location. The number of cells connected in a series determines the nominal voltage rating of the battery. The size of the cells determines the discharge capacity of the entire battery. After discharge, it may be restored to a fully charged condition by electric current flowing in a direction opposite to the flow of current when the battery is discharged.

Valve-regulated lead acid (VRLA) battery. A lead-acid battery consisting of sealed cells furnished with a valve that opens to vent the battery whenever the internal pressure of the battery exceeds the ambient pressure by a set amount. In VRLA batteries, the liquid electrolyte in the cells is immobilized in an absorptive glass mat (AGM cells or batteries) or by the addition of a gelling agent (gel cells or gelled batteries).

Vented (flooded) lead-acid battery. A lead-acid battery consisting of cells that have electrodes immersed in liquid electrolyte. Flooded lead-acid batteries have a provision for the user to add water to the cells and are equipped with a flame-arresting vent which permits the escape of hydrogen and oxygen gas from the cells in a diffused manner such that a spark, or other ignition source, outside the cell will not ignite the gases inside the cell.

CAPACITOR ENERGY STORAGE SYSTEM. A stationary, rechargeable energy storage system consisting of capacitors, chargers, controls and associated electrical equipment designed to provide electrical power to a building or facility. The system is typically used to provide standby or emergency power, an uninterruptable power supply, load shedding, load sharing or similar capabilities.

Pre-engineered capacitor energy storage system. A capacitor energy storage system consisting of capacitors, an energy management system, components and modules that are produced in a factory, designed to comprise the system when assembled on the job site.

Prepackaged capacitor energy storage system. A capacitor energy storage system consisting of capacitors, an energy management system, components and modules that is factory assembled and then shipped as a complete unit for installation at the job site.

[A] CHANGE OF OCCUPANCY. Any of the following shall be considered as a change of occupancy where this code requires a greater degree of safety, accessibility, structural strength, fire protection, *means of egress*, ventilation or sanitation than is existing in the current building or structure:

1. Any change in the occupancy classification of a building or structure.
2. Any change from one group to another group within an occupancy classification.
3. Any change in use within a group for a specific occupancy classification.
4. Any change in the purpose of, or a change in the level of activity within, a building or structure.

[M] COMMERCIAL COOKING APPLIANCES. Appliances that are used outside of residential occupancies and are used in a commercial setting or commercial food service establishment for heating or cooking food and which produce grease vapors, steam, fumes, smoke or odors that are required to be removed through a local exhaust ventilation system. Such appliances include deep fat fryers, upright broilers, griddles, broilers, steam-jacketed kettles, hot-top ranges, under-fired broilers (charbroilers), ovens, barbecues, rotisseries, and similar appliances. For the purpose of this definition, a food service establishment shall include any building or a portion thereof used for the preparation and serving of food.

FIRE APPARATUS ACCESS ROAD. A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. Also known as an Emergency Apparatus Access Road. This is a general term inclusive of all other terms such as *fire lane*, public street, private street, parking lot lane, access roadway, and drive.

FIRE CODE OFFICIAL. The fire chief, or his designee, is charged with the administration and enforcement of the code.

FIRE WATCH. A temporary measure by one or more qualified individuals whose sole duty is performing a continuous and systematic watch and patrol of a property, building(s) or portion thereof for the purposes of identifying any suspicious or potentially hazardous conditions, any abnormalities or concerns that need close observation, identifying and controlling fire hazards, detecting early signs of unwanted fire or other emergency, and raising an alarm of any fire or other emergency and notifying Emergency Services Dispatch and the Fire Department, and keeping record at timed intervals. Fire watch personnel shall have proper and adequate means of communication devices.

[BG] FOSTER CARE FACILITIES. Facilities or dwellings that provide care to more than five children, up to the age of eighteen (18) years old and not related to the caregiver.

[BG] HABITABLE SPACE. A space in a building for living, sleeping, eating, cooking, or working. Bathrooms, toilet rooms, closets are not considered habitable spaces.

[BG] HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (10 668 mm) above the lowest level of fire department vehicle access.

HOT WORK PERMITS. Permits issued by the jurisdiction or where *approved* by the responsible person at the facility under the hot work permit program permitting welding or other hot work to be done in locations referred to in Section 3503.3 and pre-permitted by the *fire code official*.

[BG] INCAPABLE OF SELF-PRESERVATION. Persons who, because of age, physical limitations, mental limitations, chemical dependency or medical treatment, cannot respond as an individual to an emergency situation. It is reasonable to determine that a person is incapable of self-preservation if the person is conscious, yet unable to determine the direction of travel from a building or area to the outside without supervision or direction from other persons, to include persons with or experiencing an altered state of consciousness.

[BG] MEDICAL CARE. Care involving medical, dental, or surgical procedures, nursing, or for psychiatric purposes.

MOBILE FOOD PREPARATION VEHICLES. Vehicles, trailers, or watercraft that contain any heat producing equipment to cook, fry or warm products or any cooking equipment that produce smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for and used for private recreation shall not be considered mobile food preparation vehicles.

OCCUPANCY CLASSIFICATION. For the purposes of this code, certain occupancies are defined as follows:

[BG] Educational Group E. Educational Group E occupancy includes, among others, the use of a building or structure, or a portion thereof, by six or more persons at any one time for educational purposes through the 12th grade.

New educational Group facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
2. Buildings or facilities with at grade foundations.
3. Buildings or facilities having unobstructed vehicle access to the building or area. Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

[BG] Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than five children older than 2 ½ years of age who receive educational, supervision or personal care services for less than 24 hours per day.

New and existing care facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
2. Buildings or facilities with at grade foundations.
3. Buildings or facilities having unobstructed vehicle access to the building or area. Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

[BG] Institutional Group I. Institutional Group I occupancy includes, among others, the use of a building or structure, or a portion thereof, in which care or supervision is provided to persons who are not capable of self-preservation without physical assistance or in which persons are detained for penal or correctional purposes or in which the liberty of the occupants is restricted. Institutional occupancies shall be classified as Group I-1, I-2, I-3 or I-4.

New and existing care facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
2. Buildings or facilities with at grade foundations.
3. Buildings or facilities having unobstructed vehicle access to the building or area. Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

[BG] Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the *International Residential Code* in accordance with Section

101.2 of the *International Building Code*. Group R occupancies not constructed in accordance with the *International Residential Code* as permitted by Sections 310.4.1 and 310.4.2 of the *International Building Code* shall comply with Section 420 of the *International Building Code*.

New and existing care facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
2. Buildings or facilities with at grade foundations.

3. Buildings or facilities having unobstructed vehicle access to the building or area. Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

OVERCROWDING. A condition that exists when either there are more people in a building, structure or portion thereof than have been authorized or posted, or when the *fire code official*, determines that a threat exists to the safety of the occupants due to persons sitting and/or standing in locations that may obstruct or impede the use of *aisles*, passages, *corridors*, *stairways*, *exits* or other components of the *means of egress*, or upon finding any condition which constitutes a life safety hazard.

[BG] PRIVATE GARAGE. A building or portion of a building in which motor vehicles used or stored by the *owner* or tenants of the building or buildings on the premises and are stored or kept, without provisions for repairing or servicing such vehicles for profit.

SKY LANTERN. A device with a fuel source that incorporates an open flame in order to make the device airborne also known as sky candles, fire balloons, Chinese lanterns. This definition does not include manned Zeppelin, hot air balloons, rigid airships, dirigibles, blimps, and similar.

SPECIAL AMUSEMENT BUILDING. A building that is temporary, permanent, or mobile that contains a device or system that conveys passengers or provides a walkway along, around, or over a course in any direction as a form of amusement arranged so that the egress path is not readily apparent due to visual or audio distractions or intentionally confounded egress path, or is not readily available because of the mode of conveyance through the building or structure, to include escape rooms, haunted houses, and similar uses.

(54) CHAPTER 2 DEFINITIONS is hereby amended by amending **202** to amend a misprint to the Edition printing to read as follows:

[BG] SMOKE COMPARTMENT. A space within a building separated from other interior areas of the building by *smoke barriers*, including interior walls and *horizontal assemblies*.

(55) CHAPTER 2 DEFINITIONS is hereby amended by adding the following definitions to **202** as follows:

202 General Definitions.

BATTERY SYSTEM, STATIONARY LEAD ACID. A system which consists of three interconnected subsystems:

1. A lead-acid battery.
2. A battery charger.
3. A collection of rectifiers, inverters, converters, and associated electrical equipment as required for a particular application.

CAPACITOR ARRAY. An arrangement of individual capacitor modules in close proximity to each other, mounted on storage racks or in cabinets or other enclosures.

CARNIVAL/CIRCUS. An organized program or event of entertaining or exhibition, which may or may not include merrymaking, feasting, and/or masquerading, either inside or outside a structure, and may or may not include animals or motorized vehicles.

ENCLOSED PATIO. A space, under a roof covering, that is enclosed on two sides or more by screen wire, mesh wire, glass, plastic/vinyl, or other material, to include railing, half walls, and similar where the means of egress may be limited or restricted to one or more openings that limits egress from or requires

egressing through any portion of an occupied structure, or where there may only be one or more means of egress that is open to free egress movement. The area of an enclosed patio shall be considered part of the interior of the structure and shall be included in calculating the occupancy capacity of a building, and shall meet the requirements for egress, egress lighting, and any other provision of this code or the *International Building Code*.

ENERGY MANAGEMENT SYSTEM. An electronic system that protects stationary storage batteries from operating outside their safe operating parameters and generates an alarm and trouble signal for off normal conditions.

FIRE MARSHAL. The official responsible for investigations of fires.

FOOD BOOTH. A food booth is a temporary portable canopy, or any form of roofed structure, tent, or area with or without walls on any side.

ENGINEERED SYSTEMS FOR KITCHEN HOOD SUPPRESSION SYSTEM. Fixed suppression system types of engineered systems.

Pre-Engineered System

Designed and built as a self-contained unit.

Designed and pre-built off site as a complete assembly, disassembled brought to site and reassembled.

Engineered System

Shop designed and built on site, where tube and pipe are measured on site cut to length threaded/assembled, cylinders mounted and piped to, controller mounted and connected to devices and appurtenances, nozzles/heads are set at their respective height and location, etc.

Engineered System/Pre-Engineered Hybrid

Pre-Engineered component(s) used with the remaining system built on site, where tube and pipe are measured on site cut to length threaded/assembled, cylinders mounted and piped to, controller mounted and connected to devices and appurtenances, nozzles/heads are set at their respective height and location, etc. This type of design is treated as an engineered system.

MOBILE FOOD ESTABLISHMENT OR VENDING. A mobile food operation using any heat producing equipment or appliance to cook, fry, or warm products for consumption from a motorized vehicle, towable trailer, watercraft, or similar. Mobile food establishments shall comply with all the same requirements for commercial cooking operations.

MONITORING AGREEMENT. A contractual agreement between a building owner/tenant and a licensed or registered firm to provide monitoring service to an installed fire protection system when required. Such service shall include either remote or central service.

MULTI-FAMILY DWELLING. Any residential structure consisting of three (3) or more residential dwelling units. (Dwelling Unit: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.) These buildings are typically, but not always, classified within the Group “R” occupancy classification.

OCCUPANT. Any person, agent, operator, entity, firm, or business that occupies a building or part thereof as an owner or tenant.

PARKED. To halt or stop an occupied or unoccupied vehicle, other than temporarily while receiving or discharging passengers or while actively loading or unloading merchandise.

PORTE-COCHERE. A roofed structure that is open on at least three sides and extends from the building entrance over an adjacent driveway or driving surface and shelters vehicle ingress and egress.

SHELL BUILDING. A shell building is a structure that when completed is not ready for occupancy. A shell building consists of all exterior walls and windows, the roof structure, interior fire rated or separation walls, life safety systems (fire sprinkler, fire alarm, and similar), plumbing mains services, electrical utilities, and also includes elevated floor assemblies, mezzanines, stairways, and elevators. Shell buildings shall comply with Section 311. Shell buildings are not for occupancy and upon completion shall not receive a Certificate of Occupancy upon completion shell buildings will receive a Letter of Completion from the city building department.

STATIONARY BATTERY ARRAY. An arrangement of individual stationary storage batteries in close proximity to each other, mounted on storage racks or in modules, battery cabinets or other enclosures.

(56) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **304.1** to read as follows:

304.1 Waste accumulation prohibited. Combustible waste material creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises. Designers, contractors, and owners shall not be excluded from complying with local, state, or federal laws and codes to include the *Texas State Health and Safety Code* in the design of and daily operations.

(57) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **304.1.3** to read as follows:

304.1.3 Space underneath seats. Spaces underneath grandstand and bleacher seats shall be kept free from combustible and flammable materials and shall not be used for storage. Except where equipped with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and enclosed in not less than 1-hour *fire-resistance-rated* construction in accordance with the *International Building Code*.

(58) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **304.2** to add Subsection **304.2.1** to read as follows:

304.2.1 Dangerous storing of combustibles. It shall be unlawful and a nuisance for any person to have or keep or store, any quantity of tar, pitch, resin, petroleum or its products, or other combustible materials or substances in such manner that such materials or substances shall be in danger of taking and communicating fire.

(59) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by deleting **304.3.3 Capacity exceeding 1.5 cubic yards** and combining with **304.3.4 Capacity of 1 cubic yard or more**.

(60) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **304.3.4** to read as follows:

304.3.4 Capacity of 1 cubic yard or more. Dumpsters with an individual capacity of 1.0 cubic yard [200 gallons (0.76 m³)] or more shall not be stored in buildings or placed within 10 feet (3048 mm) of combustible walls, openings or combustible roof eave lines, or Lot lines, property lines that can be built upon.

Exceptions:

1. Dumpsters in areas protected by an approved automatic sprinkler system installed throughout in accordance with Section 903.3.1.1.
2. Storage in a structure shall not be prohibited where the structure is of Type I or IIA construction, located not less than 10 feet (3048 mm) from other buildings and used exclusively for dumpster or container storage.
3. The separation distance from Lot lines or property lines is allowed to be reduced to 3 feet (914 mm) where adjacent to a drainage or driving surface of not less than 20 feet (6096 mm) in width, or where the *fire code official* determines that hazard to the adjoining property does not exist, where the storage of combustible materials cannot be placed, or any structures or auxiliary structures cannot be built, placed, or erected.

(61) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **305.2** to read as follows:

305.2 Hot ashes and spontaneous ignition sources. Hot ashes, cinders, smoldering coals or firebrands shall not be carried or transported, into or upon any street or other thoroughfare, except where *approved* by and in accordance with Department of Transportation regulations. Hot ashes, cinders, smoldering coals or greasy or oily materials subject to spontaneous ignition shall not be deposited in a combustible receptacle, within 10 feet (3048 mm) of other combustible material including combustible walls and partitions or within 5 feet (1524 mm) of openings to buildings.

Exception: The minimum required separation distance to other combustible materials shall be 2 feet (610 mm) where the material is deposited in a covered, noncombustible receptacle and placed on a noncombustible floor, ground surface or stand.

(62) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **307.3** to read as follows:

307.3 Extinguishment authority. Where open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, or where open burning has become offensive or questionable due to smoke or odor emissions, or when atmospheric conditions change or local circumstances make such fires hazardous, the *fire code official* is authorized to order the extinguishment of the *open burning* operation.

(63) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **308.1.2** to add Subsection **308.1.2.1** to read as follows:

308.1.2.1 Projection of ignited materials. No person shall drop or throw ignited materials, to include a lighted match, cigar, cigarette, or other flaming or glowing substance from a structure or vehicle.

(64) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **308.1.4** to add Subsection **308.1.4.1** to read as follows:

308.1.4.1 Temporary Food Vender Booths and Mobile Food Preparation Operations. Shall comply with the following:

Fire Extinguishers. Shall be in accordance with Section 906, and:

1. Each vender and/or booth shall have their own fire extinguisher(s) for use.
 - 1.1 Non-cooking vendors – ABC type dry chemical minimum rating of 2-A:10-B:C.
 - 1.2 Cooking with flat grills, fryers, woks, etc., requires a Class K fire extinguisher.
 - 1.3 Cooking not producing grease-laden vapors requires a 3-A:40-B:C extinguisher.

No smoking signs:

1. All food booths and mobile food preparation vehicles equipped with propane shall post a "NO SMOKING" sign next to or directly above the propane tank and visible to the public.
2. Sign shall be posted with a minimum of four-inch lettering on a contrasting background.

Compressed Gas Cylinders:

1. Liquid Propane Gas cylinders must be properly secured and remain secured at all times.
2. Must be stored on the exterior of the vehicle.
3. Must be secured to a fixed object.
4. Minimum of 10-foot clearance between other mobile food preparation vehicles or other combustible materials.

Generators:

1. Fuel tanks should be of adequate capacity to permit uninterrupted operation during normal operating hours.
2. Generators should not be refueled during public hours of the event. Generators shall not be refueled when the engine is running or hot and shall be performed at least twenty (20) feet from tents, canopies, and membrane structures.
3. Generators shall be isolated from contact with the public.
4. Storage of gasoline or diesel fuel is not allowed near generators or in food/vender booths.

Electrical:

1. Only heavy-duty three prong extension cords should be used. Extension cords shall be of sufficient gauge wire and type to serve the rated ampacity of equipment and/or appliance being powered and be UL Listed.
2. Electrical wiring, devices, appliances and other equipment are to be in good working condition without splices, deterioration or damage. No modified or damaged equipment is to be used.
3. Power strips are allowable, but at no time can be "daisy chained" (plugging one power strip into another) together and are only allowed for low amp electronics.
4. Power strips are not permitted to be used as power taps for fans, refrigeration, cooking, heating, and similar appliances or equipment. Separate power cords should be used for each appliance.

Mobile Food Preparation Vehicles:

1. The cooking of foods using a flat grill, fryer, char grill, or other device inside a truck or trailer will require an exhaust hood and fire suppression system.

Exemption: B-B-Que pits on open trailers.

Open-flame cooking devices associated with food booths:

1. All cooking equipment shall be of an *approved* type.
2. All food booths with cooking operations shall be required to have their own portable fire extinguishers in accordance with Section 904.12.5. The extinguisher must be currently inspected by a Texas licensed fire extinguisher company with a current inspection tag attached. Required inspection once a year.
3. Food booths shall be located a minimum of 20 feet (6096 mm) from any permanent structure.
4. Food booths utilized for cooking operations shall have a minimum of 10 feet (3048 mm) separation between booths, vehicles, or trailers. Where *approved* by the *fire code official* and when due to limited space where a 10 foot clearance is not possible on all sides, and where a 20 foot clearance is provided on two opposite sides no more than two booths shall be placed

- side-by-side and a three (3) foot aisle space shall be maintained between the two (2) booths and 10 foot clearance is maintained on each side of groups of two (2) booths.
5. Exit openings shall be a minimum of 32 inches (813 mm) wide and 74 inches (1880 mm) in height. Unobstructed exist access shall be provided from all food booths.
 6. Combustible storage and materials shall not be within 5 feet (1524 mm) of solid fuel burning apparatus, gas burners, or open flames.
 7. There may be no storage of liquid or compress gas fuel(s) in the food booths. Except for the liquid or compressed gas container attached to the cooking device.
 8. A minimum of 18 inches (457 mm) shall be provided between the food booth and cooking appliance.
 9. A minimum of 5 feet (1524 mm) of clearance must be maintained between the public and all cooking devices.
 10. A minimum of 18 inches (457 mm) shall be provided between deep fat frying appliance, woks, flat top grills, and/or open flame stoves or devices. Where less than 18 inches deep-fat fryers shall have a steel baffle between the fryer and surface flames of an adjacent appliance. The baffle shall be 8 inches in height and be the full depth of the appliance.

Coleman stoves or equivalent associated with food booths:

1. No gasoline or kerosene may be used, unless the device is specifically designed and listed for that fuel.
2. No fueling of stove may be done in the food booth.
3. There may be no storage of fuel in the food booth.

Butane or propane equipment associated with food booths:

1. The maximum size of Liquid Petroleum Gas tanks that can be used inside of a booth is 1.5 gallons (5.6 L) or less. Liquid Petroleum Gas tanks with more than 1.5 gallons shall be located outside of food booth. Not more than 1 spare Liquid Petroleum Gas container per booth, with an aggregate weight not exceeding 20 pounds shall be allowed to be stored outside of the food booth.
2. Cooking appliances shall have an on-off valve. Tank shut-off valves shall not be used as an on-off valve for the appliance.
3. Any hose(s) used to pipe LP Gas to a device shall be listed by UL, FM, or other approved agency and listed specifically for LP Gas service or use. All valves, couplings, fittings, and any other devices shall meet the requirements for LP Gas Service as outlined in the *Uniform Mechanical Code*, NFPA 54 and 58, or will be deemed unapproved and removed from service.
4. All tanks must be protected from damage and secured in the upright position.
5. Tanks located outside of booths must have a pressure regulator if in excess of 5-gallon capacity.
6. Liquid Petroleum Gas tanks shall not be located within 10 feet of a building door or window.
7. All valves must be turned off when appliances/ tanks are not in use.
8. Emptied liquid or compressed gas tanks or cylinders are to be removed from the site immediately after use.
9. Prior to use, all connections must be tested for leaks (may be done with a soap and water solution).

Solid fuel cooking associated with food booths:

1. Solid fuel cooking is prohibited inside of booths.
2. Solid fuel cooking shall be performed only in areas with a safe clearance away from the public.
3. Only commercially sold charcoal lighter fluid, electric starters, or propane torch may be used (no gasoline, kerosene, etc.).
4. Storage of starter fuel in the booth is not permitted.
5. Barbecue and solid fuel burning units shall be constantly attended while in use or until cool.

6. Coals shall be disposed of only in metal containers that have been designated for such use and are approved by the *fire code official*.
7. Dumping of coals in trash containers is prohibited.

Decorations:

1. All decorative material shall be at least six (6) feet away from any open flame, cooking element, or heat source or be flame resistant.

(65) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **310.1** to read as follows:

310.1 General. The smoking or carrying of a lighted pipe, cigar, cigarette, or any other type of smoking paraphernalia or material is prohibited in the areas indicated in Sections 310.2 through 310.8 and prohibited in all public places within the city limits of the City of Cibolo and in accordance with the provisions of *City of Cibolo ordinances*.

(66) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **311.6** to read as follows:

311.6 Unoccupied tenant spaces in mall buildings, strip centers or lease spaces. Unoccupied tenant spaces in covered and open mall buildings, strip centers or lease spaces shall be:

1. Kept free from the storage of any materials.
2. Separated from the remainder of the building by partitions of not less than 0.5-inch-thick (12.7 mm) gypsum board or an *approved* equivalent and to the underside of the ceiling of the adjoining tenant spaces.
3. Secured openings and all doors shall be kept key locked in the closed position except during that time when open for inspection and/or cleaning.
4. Kept free from combustible waste and be broom swept clean.

(67) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **312.1** to read as follows:

312.1 General. Vehicle impact protection required by this code shall be provided by posts that comply with Section 312.2 or by other *approved* physical barriers that comply with Section 312.3.

New and existing care facilities shall provide vehicle impact protection in accordance with Section 312.1 where any one of the following conditions exists:

1. Buildings or facilities without above grade foundations and structural exterior walls.
2. Buildings or facilities with at grade foundations.
3. Buildings or facilities having unobstructed vehicle access to the building or area. Tire stops, curbs, sidewalks or similar do not count as protection, barriers, or obstructions.

(68) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **313.1** to read as follows:

313.1 General. Fueled equipment including, but not limited to, portable generators and portable cooking equipment, motorcycles, mopeds, go-carts, golf carts, lawn-care equipment, and similar shall not be fueled, defueled, stored, operated, or repaired within a building.

Exceptions:

1. Buildings or rooms constructed for such use in accordance with the *International Building Code*.
2. Where allowed by Section 314.
3. Storage of equipment utilized for maintenance purposes is allowed in *approved*

locations where the aggregate fuel capacity of the stored equipment does not exceed 10 gallons (38 L) and the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.

(69) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **315.3.1** to read as follows:

315.3.1 Ceiling clearance. Storage shall be maintained 2 feet (610 mm) or more below the ceiling in nonsprinklered areas of buildings and not less than 18 inches (457 mm) below the level plane of the sprinkler head deflectors in sprinklered areas of buildings.

(70) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **315.3.3** to amend a misprint to the Edition printing to read as follows:

315.3.3 Equipment rooms. Combustible material shall not be stored in boiler rooms, mechanical rooms, elevator machine rooms, electrical equipment rooms or in *fire command centers* as specified in Section 508.1.5.

(71) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **315.4** to read as follows:

315.4 Outside storage. Outside storage of combustible materials shall not be located within 10 feet (3048 mm) of a property or lot line.

Exceptions:

1. The separation distance is allowed to be reduced to 5 feet (1524 mm) for storage not exceeding 6 feet (1829 mm) in height and the *fire code official* determines that no hazard to the adjoining property exists.
2. The separation distance is allowed to be reduced when the *fire code official* determines that no hazard to the adjoining property exists.

(72) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **316.4** to read as follows:

316.4 Obstructions on roofs. Wires, cables, ropes, antennas, or other suspended obstructions installed on the roof of a building having a roof slope of less than 30 degrees (0.52 rad) shall not create an obstruction that is less than 7 feet (2133 mm) high above the surface of the roof.

Exceptions:

1. Such obstruction shall be permitted where the wire, cable, rope, antenna or suspended obstruction is encased in a white, 2-inch (51 mm) minimum diameter plastic pipe or an *approved* equivalent and where such obstruction is not located across a marked, designated, or implied walking surface.
2. Such obstruction shall be permitted where there is a solid obstruction below such that accidentally walking into the wire, cable, rope, antenna or suspended obstruction is not possible.

(73) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **316.6.2** to read as follows:

316.6.2 Outdoor storage. Outdoor storage within the utility easement underneath high-voltage transmission lines shall be limited to noncombustible material. Storage of hazardous materials including, but not limited to, *flammable* and *combustible liquids* is prohibited.

Exception: Combustible storage, including vehicles and fuel storage for backup power equipment serving public utility equipment, is allowed, provided that a plan indicating the storage configuration is submitted and *approved*, and a letter of approval from the electric utility provider is submitted to the city with the plan submittal.

(74) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **317.1** to amend a misprint to the Edition printing to read as follows:

317.1 General. Landscaped roofs shall be installed and maintained in accordance with Sections 317.2 through 317.5 and Sections 1505 and 1507.15 of the *Building Code*.

(75) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **319.1** to read as follows:

319.1 General. Mobile food preparation vehicles shall comply with this section.

(76) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **319.4** to add **319.4.3** to read as follows:

319.4.3 Fire extinguisher for generators. Portable generators shall have a (3-A:40-B:C) portable fire extinguisher in addition to the other fire extinguishers.

(77) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **319.5** to read as follows:

319.5 Appliance connection to fuel supply piping. Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturer's instructions. Appliances shall be secured in position to prevent shifting or movement during travel and an approved method shall be provided that will ensure that the appliance is returned to the design location after cleaning or movement of the appliance. Appliances on casters or legs without casters shall be provided with caster or leg positioning devices securely attached to the floor. Where appliances do not appear to be properly located the *fire code official* is authorized to require an evaluation of the fixed suppression system to ensure all appliances are correctly positioned and the correct nozzles are in place.

(78) CHAPTER 3 GENERAL REQUIREMENTS is hereby amended by amending **319.7.2** to read as follows:

319.7.2 Nonmetallic storage tanks. Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following:

1. Tanks shall be *listed* for use with cooking oil, including maximum temperature to which the tank will be exposed during use.
2. Tank capacity shall not exceed 60 gallons (227 L) per tank.

(79) CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS is hereby amended by amending **401.8** to read as follows:

401.8 Interference with fire department operations. It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of or block the path of travel of a fire department emergency vehicle in any way, or to interfere with, attempt to interfere with, conspire to interfere with, obstruct or hamper any fire department operation. When requested to make location, no owner, agent, or responsible person shall fail to respond to the location of the fire or other emergency or fail to make contact with the fire code official.

(80) CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS is hereby amended by amending **403.7.2** to amend a misprint to the Edition printing to read as follows:

403.7.2 Group I-2 occupancies. Group I-2 occupancies shall comply with Sections 403.7.2.1 through 403.7.2.5.

(81) CHAPTER 4 EMERGENCY PLANNING AND PREPAREDNESS is hereby amended by amending **Table 405.3** to read as follows:

**TABLE 405.3
FIRE AND EVACUATION DRILL FREQUENCY AND PARTICIPATION**

GROUP OR OCCUPANCY	FREQUENCY	PARTICIPATION
Group A	Quarterly	Staff
Group B ^a	Annually	All occupants
Group B (Ambulatory care facilities)	Quarterly on each shift	Staff
Group B ^a (Clinic, outpatient)	Annually	Staff
Group E	Monthly	All occupants
Group F	Annually	Employees
Group I-1 ^c	Semiannually on each shift	All occupants
Group I-2	Quarterly on each shift	Staff
Group I-3	Quarterly on each shift	Staff
Group I-4	Monthly on each shift	All occupants
Group R-1	Quarterly on each shift	Employees
Group R-2 ^b	Four annually	All occupants
Group R-4 ^c	Semiannually on each shift	All occupants

- a. Emergency evacuation drills are required in Group B buildings having an occupant load of 500 or more persons or more than 100 persons above or below the lowest level of exit discharge.
- b. Emergency evacuation drills in Group R-2 college and university buildings shall be in accordance with Section 403.9.2.1. Other Group R-2 occupancies shall be in accordance with Section 403.9.2.2.
- c. In Groups I-1 and R-4, See Section 403.7.1.4 and 403.9.3.4 for additional drills for staff.

(82) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **501.3** to read as follows:

501.3 Construction documents. *Construction documents* for proposed site development and/or building construction shall include fire apparatus access, location of *fire lanes*, security gates across fire apparatus access roads and *construction documents* and hydraulic calculations for fire flow for proposed buildings and for fire hydrant systems shall be submitted to the Permit Office or 3rd party fire inspector for review and permitting prior to construction. A Fire Protection Plan Sheet (labeled as such) shall be submitted with the site plan construction documents *Construction documents* shall be drawn to an indicated scale, on sheets of uniform size, and shall show and include, but not be limited to, the following:

1. Property owners name, address, and contact information, developers name, address, and contact information, Engineers name, address, and contact information,
2. Compass Reading in the form of a North indicating arrow,
3. Property and/or Lot Lines,
4. Street Frontage,
5. Location of all buildings (existing and proposed), to include type of construction and proposed use,
6. Emergency apparatus access roads (i.e. fire lanes) to buildings. Fire lanes shall be highlighted and shall include dimensions (width, turning radii, clearance to overhead obstructions, support design requirement, etc.) and distance to all portions of the building(s),
7. Fences, gates, walls, retaining walls (to include heights of retaining walls), streams, and other obstructions to firefighter access,
8. Location of all fire hydrants (existing and proposed). This shall include the direction and distance to all hydrants not shown on the site plan, but within one thousand (1000) feet of the

- building(s) to be protected, to include measured distance from hydrant(s) to all portions of the building(s),
9. Location of all aboveground and underground utilities (electric, gas water, etc.) along or across the property and up to the building(s) with proposed location of meters,
 10. Size (diameter and length) and location of all water main piping (proposed and existing). The pressure class and type of new pipe to be installed shall be identified,
 11. Size, type, and location of valves including post indicator valves (if they are located in a pit), control room(s), automatic sprinkler system shut-off, etc.
 12. The location, type, and size of backflow prevention device(s), where installed,
 13. Location of Fire Department Connection(s) supplying automatic sprinkler risers and standpipe risers,
 14. Location of all automatic sprinkler piping and standpipe riser piping,
 15. Other water supplies where applicable, and
 16. Current fire flow data for determining construction type and fire sprinkler requirements.

(83) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **501.3.1** to amend a misprint to the Edition printing to read as follows:

501.3.1 Site safety plan. The *owner* or *owner's* authorized agent shall be responsible for the development, implementation and maintenance of an *approved* written *site safety plan* in accordance with Section 3303.

(84) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **503.1.1** to read as follows:

503.1.1 Buildings and facilities. *Approved* fire apparatus access roads shall be provided for every facility, building, dwelling, or portion of a building hereafter constructed or moved into or within the jurisdiction. The minimum street, road, drive, or lane width for streets, roads, drives, or lanes with fire hydrants along them is 26 feet curb face to curb face or clear unobstructed driving surface. Where streets, roads, or lanes have islands, curbs, or other obstructions present the 26-foot width is considered to be met when a minimum 20-foot curb face to curb face or clear unobstructed driving surfaces are provided on both sides of the obstruction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility, building, or dwelling and all portions of the *exterior walls* of the first story of the building as measured by an *approved* accessible route around the exterior of the building or facility. Facilities, buildings, or dwellings without fully accessible side yards to the rear and/or rear yards that are fenced, cross fenced, or designed in a manner that would create a land locked rear yard or otherwise obstructed preventing access for fire or emergency rescue operations shall provide *approved* fire apparatus access roads along the rear of the properties or lots.

Exception:

1. When request is made and evaluated by the *fire code official* based on the site, property conditions, and/or other factors the *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:
 - 1.1. The building is equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1.
 - 1.2. There are not more than two Group R-3 or Group U occupancies, and where fire hydrants supplied from public water mains and are within 400 feet (122 m) of all portions of the dwelling or building and all portions of the *exterior walls* of the first story of the dwelling or building as measured by an *approved* accessible route around the exterior of the dwelling or building.
 - 1.3. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades, or other similar conditions, and an *approved* alternative means of fire protection is provided.

2. Where approved by the *fire code official*, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

The *fire code official* is authorized to require existing facilities, buildings, or portions of a building to comply with this section.

(85) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **503.2.1** to read as follows:

503.2.1 Dimensions. Fire apparatus access roads with a fire hydrant shall have an unobstructed width of not less than 26 feet (7925 mm) curb face to curb face or clear unobstructed driving surface the length of the road. Where fire apparatus access roads have islands, curbs, or other obstructions present the 26-foot width is considered to be met when a minimum 20-foot curb face to curb face or clear unobstructed driving surfaces are provided on both sides of the obstruction. Fire apparatus access roads without a fire hydrant shall have an unobstructed width of not less than 20 feet (6096 mm) curb face to curb face or clear unobstructed driving surface, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4268 mm). All surface width measurements without curbs are exclusive of shoulders.

(86) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **503.2.4** to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be 50 foot outside radius and 28 foot inside radius the *fire code official* is authorized to adjust the radius if determined necessary based on any conditions present.

(87) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **503.2.7** to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the *fire code official* based on the fire department's apparatus and shall not exceed 8 percent. Fire apparatus access roads shall not have high or low elevation changes that would allow an apparatus to bottom out the center of, or nose into, or cause the rear of the apparatus to drag the surface.

(88) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **503.2.8** to read as follows:

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the *fire code official* based on the fire department's apparatus. Fire apparatus access roads shall not have high or low elevation changes that would allow an apparatus to bottom out the center of, or nose into, or cause the rear of the apparatus to drag the surface. Designers are required to contact the *fire code official* for updated apparatus information. (See Figure 508.2.8)

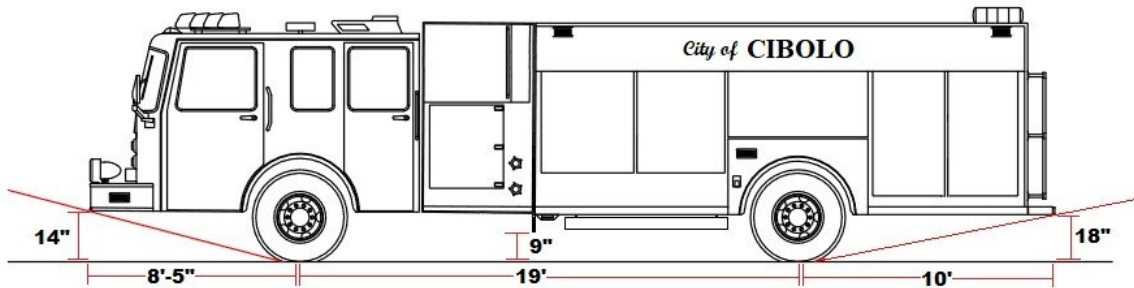


FIGURE 503.2.8
Apparatus Angles of Approach and Departure

(89) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **503.3** to read as follows:

503.3 Markings. Where required by the *fire code official*, approved signs or other approved notices or markings that include the words NO PARKING — FIRE LANE — TOW / AWAY ZONE shall be provided for fire apparatus access roads and/or fire lanes to identify such roads or prohibit the obstruction thereof. The means by which *fire lanes* are designated shall be maintained in a clear and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility and shall comply with Section D103.6.

(90) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **503.5** to read as follows:

503.5 Required gates or barricades. The *fire code official* is authorized to require the installation and maintenance of gates or other *approved* barricades across fire apparatus access roads, trails or other accessways, not including county roads or highways. Electric gate operators, where provided shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. Gates or barricades shall also meet the requirements of Section 503.6.

(91) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **503.6** to read as follows:

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be *approved* by the *fire code official*. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. Electric gate operators using a keyed switch shall have a switch that allows for key removal when the switch is left in the emergency open position keeping the gate open until the key switch has been returned to the normal position.

The current key in use is by the Knox® Company. Security gates and gates across a fire apparatus access road shall have a minimum 20 foot (6096 mm) clear width opening (wider opening where required as part of an emergency access lane). Security gates and gates across a fire apparatus access road shall swing in the direction of travel towards the building(s) or development or open horizontally to avoid the backing up of apparatus.

(92) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **504.3** to read as follows:

504.3 Stairway access to roof and roof hatch or trap door access to a roof. New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in 12 units horizontal (33.3-percent slope), shall be provided with a stairway to the roof. *Stairway* access to the roof in buildings of any story shall be in accordance with Section 1011.12. Such *stairway* shall be marked at street and floor levels with a sign indicating that the stairway continues to the roof. Where roofs are used for roof gardens or for other purposes, stairways shall be provided as required for such occupancy classification. In buildings of any story where access to the roof is provided by a roof hatch or trap door the opening shall not be less than 16 square feet (1.5 m²) in area and having a minimum dimension of 32 inches (813 mm).

(93) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **505.1** to read as follows:

505.1 Address identification. New and existing buildings and complexes to include all buildings in a complex shall have *approved* address numbers, building numbers, or be provided with *approved* address identification. The address identification shall be legible and the preferred location shall be in the upper corner near the roof line or placed in an *approved* position on the building that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Address numbers shall be of a size clearly visible from the street or road the building is addressed off of, at a minimum each character shall be not less than 6 inches (152 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). For buildings with individual suites, the suite numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm) and be placed above the suite entry door. Tenant spaces with secondary access/exit doors accessible from corridors or the exterior of the building shall be provided with tenant identification by business name and complete address. Where buildings have access from a street or road other than the one address off of the address number and street name shall be posted on that side of the building or at the entry or required by the *fire code official*, address identification shall be provided in additional *approved* locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained. Where there are multiple buildings in a complex or at a single property address, each building shall have building numbers or letters posted on the buildings in a location that is plainly legible and visible from the nearest emergency apparatus access road. Temporary addresses during construction shall be posted on signs at or near the entry and be clearly visible, maintained, and unobstructed at all times.

(94) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **506.1** to read as follows:

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the *fire code official* is authorized to require one or more key boxes to be installed in an *approved* location in new construction and in existing buildings and structures. The mounting height of the key box should be 5 foot 6 inches (1676 mm) to not more than 6 feet (1829 mm) above finished floor or *approved* solid standing surface. Where the key box serves one door the key box shall be mounted on the latch side of the door opening. On new construction the key box shall be recess mounted in the wall. The key box shall be of an *approved* type Knox® rapid entry system and shall contain keys to gain necessary access to all portions and areas of buildings and keys to all life safety systems as required by the *fire code official*. The *fire code official* will require all businesses, buildings, and places open to the public in the City of Cibolo to install approved key boxes for full building access and key boxes for fire service elevator keys complying with Section 506.1.2. The key box type and brand shall be a Knox® rapid entry system the fire department currently has a master key for. Access to key boxes shall not be obstructed.

(95) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **507.2** to read as follows:

507.2 Type of water supply. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Water mains public or private supplying fire hydrants shall be a minimum 8-inch (203 mm) diameter or larger as hydraulically calculated for the designed flow needed. Where public or private water mains supplying fire mains exceeds 100 linear feet (30 480 mm) from the point of connection at the municipal main to a fire hydrant, alarm check valve, or similar device a backflow prevention device shall be installed at or near the property line closest to the point of connection. Fire lines supplying system risers shall be hydraulically calculated and provide for a 5 psi (0.3 bar) safety factor. Fire department connection piping shall not be sized smaller than the largest system riser. Water pressure in private fire mains shall not be less than 35 psi (2.3 bar) with no fire hydrants in use. When fire hydrants are in use supplying the required fire flow, water pressure in the main at the fire hydrant discharge level shall not be less than 20 psi (1.4 bar) residual.

(96) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **507.3** to read as follows:

507.3 Fire flow. Fire Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by an *approved* method acceptable to the *fire code official* and in accordance with Appendix B and Section B1000. Fire flow tests shall be submitted to determine available water for the proposed building(s) size and type of construction and for fire sprinkler system designs. Fire flow tests shall be submitted with Site Plans to determine available water for the proposed building(s) size and type of construction and fire flow tests shall be submitted for fire sprinkler system plan designs. Fire flow tests shall be good for one year after date of testing. Fire flow tests shall be witnessed by the Fire Marshal or his or her designee and water purveyor.

(97) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **507.4** to read as follows:

507.4 Water supply test. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official* his or her designee and water purveyor or *approved* documentation of the test shall be provided to the *fire code official* prior to final *approval* of the water supply system. Water supply tests shall be performed in accordance with NFPA Standards and Appendix B Section B1000.

(98) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **507.5** to read as follows:

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6, Appendix B Section B1000, and Appendix C. Fire hydrant requirements shall include, but not be limited to the following:

1. Hydrant manufacture to be Muller or East Jordan,
2. Hydrant barrel to be minimum 5 ¼ inch,
3. Hydrant to be left open – right close,
4. Hydrant to have two 2 ½ inch hose nozzles,
5. Hydrant to have intergraded factory installed 5-inch Storz pumper nozzle, and
6. Hydrants shall be factory painted in one of the following colors, Public hydrants – Red, Private hydrants – Chrome Yellow (as defined by NFPA), and
7. Public hydrants in Green Valley Special Utility District shall be in accordance with their standards.

(99) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **507.5.1** to read as follows:

507.5.1 Where required. Where any portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a fire hydrant on a fire apparatus access road or adjacent public street, as measured by an *approved* accessible route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official*. Fire hydrants shall be within four hundred (400') feet of all portions of buildings as measured by the path of travel around objects and obstructions not by radius of coverage. The measurement around buildings shall be as a loosely rounded line and not measured tight against the building. Distance from fire hydrant to all buildings shall be measured along the centerline of the lane, street, or road up to and around the building. For the purpose of required fire hydrants and fire hydrant spacing fire hydrants at the ends of Cul-De-Sac's and dead ends will not count as one of the required fire hydrants. High value buildings, property and/or hazardous buildings, property fire hydrants shall be required near intersections and where any portion of the facility or building hereafter constructed or moved into a within the jurisdiction is more than 300 feet (91 m) from a fire hydrant on a fire apparatus access road or adjacent public street, as measured by an *approved* route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official*. High value buildings, property shall be determined by the *Economic Development Corporation* and hazardous buildings, property shall be determined by the *fire code official*.

Exceptions:

1. For Group R-3 one- and two-family dwellings in Platted residential subdivisions the distance requirement shall be 400 feet (122 m) and 600 feet (183 mm) in rural un- platted property.
2. For Group U occupancies the distance requirement shall be 600 feet (183 m).
3. Group U buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 the distance may be increased to 500 feet (152 m) where *approved* by the *fire code official* except where required by Appendix C.

- A. Where *approved* in rural areas of the jurisdiction as per Section B103.3, and where it is not feasible due to the cost of extending water lines at the time of development, and where *approved* by the fire code official commercial buildings, upon being evaluated based on the site, size of the development, property conditions, number of buildings, emergency apparatus access, fire and life safety concerns, and/or any other factors such as the total square footage of the building, the type of construction, the occupancy group, and the actual use of the proposed building(s) may be permitted to install on-site water storage tanks. On-site water storage tanks shall be installed in accordance with NFPA 22 and sized in accordance with the fire code official based on the largest proposed buildings to include proposed auxiliary buildings for fire flow for emergency firefighting operations.
 - B. Where *approved* in rural areas of the jurisdiction as per Section B103.3, and where it is not feasible due to the cost of extending water lines at the time of development, and where *approved* by the fire code official Group R-3 homes, upon being evaluated based on the site, property conditions, emergency apparatus access, fire and life safety concerns, and/or any other factors such as the total square footage of the single-family dwelling, the type of construction the proposed dwelling(s) may be permitted to install on-site water storage tanks. On-site water storage tanks shall be installed in accordance with NFPA 22 and sized in accordance with the fire code official based on the largest proposed buildings to include proposed auxiliary buildings for fire flow for emergency firefighting operations.
1. For Group R-3 developments having one up to no more than two residential dwellings where the above water supply and fire hydrant coverage is not met the following will be needed:
 - 1.1 Each dwelling shall have an approved water storage tank installed in accordance with NFPA 22 and sized in accordance with the fire code official based on the largest proposed dwelling to include proposed auxiliary buildings. The proposed water storage tank shall be design in accordance with the design standards outlined by the fire code official,
 - 1.2 Shared ingress/egress, and emergency access road/lane, and
 - 1.3 An approved emergency apparatus access road to the last and/or farthest Lot with an approved emergency apparatus turnaround.
 2. For Group R-3 developments having no more than three residential dwellings all of the following conditions will be needed.
 - 1.1 Shared ingress/egress, and emergency access road/lane in the form of an approved emergency apparatus access road to be a public or private street designed in accordance with the Unified Development Code and Design Construction Manual to the last and/or farthest Lot in accordance with Section 503 and Appendix D and be within 150 feet (45 720 mm) of all portions of the buildings with an approved emergency apparatus turnaround, and
 - 1.2 Each dwelling shall have an approved water storage tank installed in accordance with NFPA 22 and sized in accordance with the fire code official based on the largest proposed dwellings or buildings to include proposed or potential auxiliary buildings. The water storage tank shall be located adjacent to a public right-of-way or private street. Water mains and fire hydrants shall be installed along the public or private street in accordance with the standards and requirements of the water system Purveyor and with Section 503 and Appendix B for future connection to public water mains. The proposed water storage tank shall be design in accordance with the design standards outlined by the fire code official.

Exception: A single water storage tank when *approved* by the *fire code official* may be used for the group of dwellings when meeting the following conditions to include, but not be limited to, all of the following:

1. Where development having no more than three residential dwellings and having a home owners or property owners association and having a signed document submitted identifying

the person(s), group, and/or association responsible for the construction of, maintenance, and repair of the water storage tank and all appurtenances associated with the water storage tanks continued operation, and not limited to the maintenance and up keep of the grounds around and access to,

2. The water storage tank is sized for the combined fire flow of the two largest dwellings,
3. The water storage tank is adjacent to a public right-of-way,
4. The water storage tank is connected to a water line with hydrants properly spaced and within the distance requirements to buildings, and where the water lines meet the requirements of the Water Purveyor,
5. The water storage tank is designed and installed in accordance with the Fire Department's design standards, and
6. Any additional requirements the *fire code official* determines is needed based on the site/Lot layouts, property conditions, and/or other factors.

The water storage tank for fire flow shall remain in operation until water mains and fire hydrants are extended to the property/development and are extended upon the development by the owner(s) and/or developer in accordance with Chapter 5 and Appendix B.

3. For Group R-3 developments having more than three residential dwellings the development shall have water mains and fire hydrants connected to a municipal water system in accordance with Sections 507.3, 507.5.1, 507.5.2, 507.5.4, 507.5.5, and 507.5.6 to include an approved emergency apparatus access road to be a public or private street designed in accordance with the Unified Development Code to the last and/or farthest Lot in accordance with Section 503 and Appendix D and be within 150 feet (45 720 mm) of all portions of the buildings with an approved emergency apparatus turnaround.

(100) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **507.5.1.1** to read as follows:

507.5.1.1 Hydrant for fire department connections and standpipe systems. Buildings equipped with a fire department connection or standpipe system installed in accordance with Section 905 shall have a fire hydrant within 100 feet (30 480 mm) of the fire department connections.

Exception: The distance shall be permitted to exceed 100 feet (30 480 mm) where *approved* by the *fire code official*.

(101) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **507.5.4** to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants, fire department connections, and similar appurtenances shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. Fire hydrants, fire department connections or fire protection equipment shall not be placed behind fences or barriers without having *approved* gates or openings.

(102) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **507.5.5** to read as follows:

507.5.5 Clear space around hydrants and fire department connections. A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants and fire department connections except as otherwise required or *approved* by the *fire code official*.

A 15 foot (4572 mm) clear no parking distance/space along streets, roads, and fire apparatus access roads shall be maintained to each side of fire hydrants as measured from the centerline of the hydrant barrel.

(103) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **510.3** to read as follows:

510.3 Permit required. A construction permit for the installation of or modification to in- building, two-way emergency responder communication coverage systems and related equipment is required as specified in Section 105.7.5. Maintenance performed in accordance with this code is not considered a modification and does not require a permit. Initial radio signal strength tests do not require permitting. Three copies will be submitted unless otherwise stated by the *fire code official*. Deviation from approved plans shall require prior permission of the *fire code official*. Construction documents shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor. Construction documents shall be provided to the *fire code official* in accordance with this code, NFPA 70, and NFPA 72 to include, but not be limited to, all of the following:

1. A floor plan, which shows and indicates the use of all rooms, and all occupancies in the building including dimensions.
2. The designer's information and qualifications.
3. The installer and tester's information and qualifications.
4. Submit analysis and scope report.
5. Submit (grid maps) full floor plans with the grid overlay with readings (to include the grid maps that did not pass). Unconnected buildings and floors of the same elevation not interconnected at the same elevation are to be considered separate areas.
6. Submit information on type and model of radios and equipment used for testing with calibration dates.
7. Frequencies and systems supported.
8. Locations signals are transmitted and received to and from. Radio tower sites and information.
9. Specifications and information on equipment to be installed.
10. Submit information for back-up power with calculations.
11. Power connection to include location of electrical panel and breaker identification.
12. Manufacturers specification information, data sheets indicating model numbers and listing information for all equipment, devices, and materials.
13. Location of equipment, power supplies, antennas, and wiring schematic indicating wiring methods and locations of conduit, junction boxes, and wiring.
14. Power connection to include location of electrical panel and breaker identification.
15. Level 2 Survivability for both the riser and the branch wiring vertical and horizontal.
16. The construction documents submittal shall include the manufacturer's installation instructions for any specially listed equipment, including descriptions, applications, and limitations.
17. Any additional information required by the fire code official.

(104) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **510.5** to read as follows:

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with Sections 510.5.1 through 510.5.4 and *National Fire Protection Association* standards and codes where applicable and not in conflict with this code.

(105) CHAPTER 5 FIRE SERVICE FEATURES is hereby amended by amending **510.5.4** to read as follows:

510.5.4 Acceptance test and procedure. Where an emergency responder radio coverage system is required, and upon completion of installation, the building *owner* shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent. The *fire code official* shall be notified prior to the acceptance test and may witness the acceptance test procedure. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas.
2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the *agency's* radio communications system or equipment approved by the *fire code official*.
3. Failure of not more than two nonadjacent test areas shall not result in failure of the test.
4. In the event that three of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than three nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.
5. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public *agency's* radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.
6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building *owner* so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building *owner* shall be required to rerun the acceptance test to reestablish the gain values.
7. As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.
8. Systems incorporating Class B signal-booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with dBm levels as specified in Sections

510.4.1.1 and 510.4.1.2.

9. Final test grid maps (full floor plans with the grid overlay with readings) shall be provided to the owner and *fire code official* to show coverage readings and set a base line for future tests as required to show maintained compliance.

The submitted records of inspection and testing should not have open/blank areas. Areas on record of inspection and testing form not used should be identified as Not Used or marked N/A. All end of job documents and as-builts shall be submitted to the permit office.

(106) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **603.4** to amend a misprint to the Edition printing to read as follows:

603.4 Working space and clearances. Working space around electrical equipment shall be provided in accordance with Section 110.26 of NFPA 70 for electrical equipment rated 1,000 volts or less, and Section 110.32 of NFPA 70 for electrical equipment rated over 1,000 volts. The minimum required working space shall be not less than 30 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm)

in height in front of electrical service equipment. Where the electrical service equipment is wider than 30 inches (762 mm), the minimum working space shall be not less than the width of the equipment. Storage of materials shall not be located within the designated working space

(107) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **604.5.1** to amend a misprint to the Edition printing read as follows:

604.5.1 Fire service access elevators and lobbies. Where fire service access elevators are required by Section 3007 of the *International Building Code*, fire service access elevator fire protection and safety features shall be maintained and lobbies required by Section 3007 of the *International Building Code* shall be maintained free of storage and furniture.

(108) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **604.5.2** to amend a misprint to the Edition printing read as follows:

604.5.2 Occupant evacuation elevators and lobbies. Where occupant evacuation elevators are provided in accordance with Section 3008 of the *International Building Code*, occupant evacuation elevator fire protection and safety features shall be maintained and lobbies required by Section 3008 of the *International Building Code* shall be maintained free of storage and furniture.

(109) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **605.4.1.1** to amend a misprint to the Edition printing to read as follows:

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

(110) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **603.5.2** to read as follows:

603.5.2 Application and use. Relocatable power taps, current taps, extension cords, surge protectors, power taps, multiplug adapters, holiday/decorative lighting, and similar shall be plugged directly into an *approved* permanently installed receptacle. Where *approved* multiplug extension cords are used for a fan, audio/visual projector, or similar temporary device, it shall serve only one portable appliance and be temporary in use. Holiday/decorative lighting cords shall not be consecutively connected beyond manufactures recommendation and shall not have any other electrical device connected. Holiday/ decorative lighting cords are for temporary use and shall not be left in place beyond the holiday or event. Holiday/decorative lighting installations shall be permitted for a period not to exceed three weeks and shall not be in place consecutively or more than four times within a 12-month period.

(111) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **603.5.3** to read as follows:

603.5.3 Installation. Relocatable power tap cords, surge protector cords, and similar shall not extend through walls, ceilings, floors, under doors or floor coverings, or be subject to environmental or physical damage, or be placed across a path, walkway, or walkable surface. Relocatable power tap cords, surge protector cords, and similar shall not be used as an extension cord and are only for use with low amp sensitive electronics devices. Relocatable power tap cords, surge protector cords, and similar shall be properly supported or attached to building components in accordance with manufactures recommendations.

(112) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending

603.6 to read as follows:

603.6 Extension cords. Extension cords, flexible cord, multiplug adapters, holiday/decorative lighting, and similar shall not be a substitute for permanent wiring and shall be *listed* and *labeled* in accordance with UL 817. Extension cords, multiplug adapters, holiday/decorative lighting, flexible cords, and similar shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage, physical impact, or be placed across a path, walkway, or walkable surface. Extension cords shall be used only with portable appliances. Extension cords marked for indoor use shall not be used outdoors.

Exemption: Holiday/decorative lighting is permitted to be attached to structures when in accordance with manufactures recommendations.

(113) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **603** to add **603.11** to read as follows:

603.11 Appliances. Electrical appliances and fixtures shall be tested and *listed* in published reports of inspected electrical equipment by an *approved* agency and installed and maintained in accordance with all instructions included as part of such listing. Appliances to include but not limited to refrigerators, microwaves, coffee makers, paper shredders, and similar shall be directly connected to a permanently installed receptacle.

(114) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **604.6** to read as follows:

604.6 Elevator keys. All elevators shall be provided with elevator car door and fire-fighter service keys in accordance with Sections 604.6.1 through 604.6.2.4. Keys for the elevator car doors and fire-fighter service keys shall be kept in an *approved* location for immediate use by the fire department or provided to the fire department. Keys for the elevator car doors and fire- fighter service keys shall be stored in an elevator key box located at the elevator or elevator lobby and the type Knox® rapid entry system one the fire department currently has a master key for.

(115) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending [M] 606.2 to read as follows:

[M] **606.2 Where required.** A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances that are used outside of residential occupancies and are used in a commercial setting or commercial food service establishment used for commercial purposes that produce grease vapor.

Exception:

1. A commercial grade residential vent/hood extinguishing system is permitted to be utilized in accordance with Section 904.14 when domestic cooking appliances are only utilized in the following:
 - 1.1. Employee Break Rooms.
 - 1.2. Licensed Care Facilities operating in Group R-3 occupancy.
 - 1.3. Group E occupancy - classrooms utilized for training in food preparation.
 - 1.4. Group R-2 college dormitories where domestic cooking facilities are installed in accordance with Section 420.10 of the *International Building Code*.
2. Factory-built commercial exhaust hoods that are *listed* and *labeled* in accordance with UL 710, and installed in accordance with Section 304.1 of the *International Mechanical Code*, shall not be required to comply with Sections 507.1.5, 507.2.3, 507.2.5, 507.2.8, 507.3.1, 507.3.3, 507.4 and 507.5 of the *International Mechanical Code*.
3. Factory-built commercial cooking recirculating systems that are *listed* and *labeled* in accordance with UL 710B, and installed in accordance with Section 304.1 of the *International Mechanical Code*, shall not be required to comply with Sections 507.1.5, 507.2.3, 507.2.5, 507.2.8, 507.3.1, 507.3.3, 507.4 and 507.5 of the *International Mechanical Code*. Spaces in which such systems are located shall be considered to be kitchens and shall be ventilated in accordance with Table 403.3.1.1 of the *International Mechanical Code*. For the purpose of determining the floor area required to be ventilated, each individual appliance shall be considered as occupying not less than 100 square feet (9.3 m²).
4. Where cooking appliances are equipped with integral down-draft exhaust systems and such appliances and exhaust systems are *listed* and *labeled* for the application in accordance with NFPA 96, a hood shall not be required at or above them.

(116) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending 606.3.3.3.1 to read as follows:

606.3.3.3.1 Tags. When a commercial kitchen hood or duct system is inspected or cleaned, a tag containing the service provider name, address, telephone number, and date of service shall be provided in a conspicuous location, and for cleaning the next scheduled cleaning date. Prior tags shall be covered or removed.

(117) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending 606.4 to read as follows:

606.4 Appliance connection to building utilities. Gas-fired commercial cooking appliances installed on casters or legs without casters and appliances that are moved for cleaning and sanitation purposes shall be connected to the piping system with an appliance connector *listed* as complying with ANSI Z21.69/CSA 6.16. The commercial cooking appliance connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances with casters or legs without casters shall be limited by a restraining device installed in accordance with

the connector and appliance manufacturer's instructions. The restraining device shall be properly secured to the appliance and building component.

(118) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **606.4** to add Subsection **609.4.1** as follows:

606.4.1 Appliance docking. An approved method shall be provided that will ensure that the appliance is returned to the design location. Appliances on casters or legs without casters shall be provided with caster or leg positioning devices securely attached to the floor. Where appliances do not appear to be properly located the *fire code official* is authorized to require an evaluation of the fixed suppression system to ensure all appliances are correctly positioned and the correct nozzles are in place.

(119) CHAPTER 6 BUILDING SERVICES AND SYSTEMS is hereby amended by amending **607.3** to read as follows:

607.3 Nonmetallic storage tanks. Nonmetallic cooking oil storage tanks shall be *listed* in accordance with UL 2152 and shall be installed in accordance with the tank manufacturer's instructions and shall also comply with all of the following:

1. Tanks shall be *listed* for use with cooking oil, including the maximum temperature to which the tank will be exposed during use.
2. Tank capacity shall not exceed 60 gallons (227 L) per tank.
3. The building is equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1.

(120) CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES is hereby amended by amending **701.1** to read as follows:

701.1 Scope. The provisions of this chapter shall govern the inspection and maintenance of the materials, systems and assemblies used for structural *fire resistance*, *fire-resistance-rated* construction separation of adjacent spaces and construction installed to resist the passage of smoke to safeguard against the spread of fire, smoke, and products of combustion within a building and the spread of fire to or from buildings. New buildings shall comply with the *International Building Code*.

(121) CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES is hereby amended by amending **701** to add Subsection **701.8** to read as follows:

701.8 Fire walls, fire barriers, and fire partitions. Required *fire walls*, *fire barriers*, and *fire partitions* shall not terminate at a glass window or glazed partition and shall be maintained to prevent the passage of fire or products of combustion. Openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

(122) CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES is hereby amended by amending **701** to add Subsection **701.9** to read as follows:

701.9 Occupancy separation. In a multiple occupancy building, where there is an undefined or unknown future occupancy area, all interior occupancy separation walls shall be a minimum of two (2) hour fire walls or fire barrier walls, completed and finished on both sides. Any fire rated wall, regardless of rating, may not terminate at a glass window or glazed partition.

Exceptions: In a fully sprinkled, multiple occupancy building, where there is an undefined or unknown future occupancy area that does not contain Group H, Group F-1 or Group S-1 occupancies, all interior occupancy separation walls shall be a minimum of one (1) hour fire walls or fire barrier walls, completed and finished on both sides. If using this exception, Group H, Group F-1 or Group S-1 occupancies will be prohibited from occupying the space unless they comply fully with Section 707.3.10 or Section 708.1 of the 2015 International Building Code whichever has the greatest fire protection rating.

(123) CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES is hereby amended by amending **705.2.2** to read as follows:

705.2.2 Signs. Where required by the *fire code official*, a sign shall be permanently displayed on or near each fire door each side in letters not less than 2 inch (51 mm) high and of contrasting color to the background (preferably white background with red letters) to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR -- DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR -- KEEP CLOSED -- DO NOT BLOCK.
3. For doors designed for fire department access: FIRE DOOR -- DO NOT BLOCK

(124) CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS is hereby amended by amending **807.5.2.2** to read as follows:

807.5.2.2 Artwork in corridors. Artwork, decorations, and teaching materials shall be limited on the walls of *corridors* to not more than 20 percent of the wall area, and no artwork, decorations, or teaching materials shall be on classroom doors, and artwork, decorations, and teaching materials shall not be attached to the ceilings in *corridors*.

No artwork, decorations, or teaching materials shall be attached to classroom doors or any doors that are part of the means of egress.

Exception: Where an *approved* sheet of material used for teacher student information.

(125) CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS is hereby amended by amending **807.5.2.3** to read as follows:

807.5.2.3 Artwork in classrooms. Artwork, decorations, and teaching materials shall be limited on the walls of classrooms to not more than 20 percent of the specific wall area to which they are attached in building without *approved fire sprinkler systems* and 50 percent of the specific wall area to which they are attached in buildings fully protected with an *approved fire sprinkler systems* and combustible artwork, decorations, and teaching materials shall not be attached to the ceilings. The *fire code official* is authorized to require the removal of consolidated combustibles materials within or over the allowable percentages when deemed a potential hazard.

Exemption: Suspended noncombustible artwork, decorations, or teaching materials shall not exceed 10 percent of the specific ceiling area and not be within 4 feet of a fire sprinkler head. Ceiling grids shall be evaluated by manufactures specifications or other means to ensure no restrictions to additional attachments and loading.

No artwork, decorations, or teaching materials shall be attached to classroom doors or any doors that are part of the means of egress.

Exception: Where an *approved* sheet of material used for teacher student information.

(126) CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS is hereby amended by amending **807.5.5.2** to read as follows:

807.5.5.2 Artwork in corridors. Artwork, decorations, and teaching materials shall be limited on the walls of *corridors* to not more than 20 percent of the wall area, and artwork, decorations, and teaching materials shall not be attached to the ceilings in *corridors*.

No artwork, decorations, or teaching materials shall be attached to classroom doors or any doors that are part of the means of egress.

Exception: Where an *approved* sheet of material used for teacher student information.

(127) CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS is hereby amended by amending **807.5.5.3** to read as follows:

807.5.5.3 Artwork in classrooms. Artwork, decorations, and teaching materials shall be limited on the walls of classrooms to not more than 20 percent of the specific wall area to which they are attached in building without *approved fire sprinkler systems* and 50 percent of the specific wall area to which they are attached in buildings fully protected with an *approved fire sprinkler systems* and combustible artwork, decorations, and teaching materials shall not be attached to the ceilings. The *fire code official* is authorized to require the removal of consolidated combustibles materials within or over the allowable percentages when deemed a potential hazard.

Exemption: Suspended noncombustible artwork, decorations, or teaching materials shall not exceed 10 percent of the specific ceiling area and not be within 4 feet of a fire sprinkler head. Ceiling grids shall be evaluated by manufactures specifications or other means to ensure no restrictions to additional attachments and loading.

No artwork, decorations, or teaching materials shall be attached to classroom doors or any doors that are part of the means of egress.

Exception: Where an *approved* sheet of material used for teacher student information.

(128) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **901.1** to add Subsection **901.1.1** as follows:

901.1.1 Installation. *Fire protection and life safety systems* shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered, or augmented as necessary to maintain and continue protection where the building is altered, remodeled, or added to. *Alterations to fire protection or life safety systems* shall be done in accordance with applicable standards. Document storage cabinets required. An *approved* copy of the *automatic sprinkler system* shall be located at an *approved* location near the system riser and stored in a manner to prevent damage or deterioration. An *approved* copy of the *fire alarm system* shall be located at an *approved* location near the fire alarm control panel and stored in a manner to prevent damage or deterioration. All electrical breakers serving *life safety systems* or components to include dry pipe air compressors shall have clips that prevent the breaker from being unintentionally turned off. Devices that have the appearance of light switches shall not be used to control power to *life safety systems* or components to include dry pipe air compressors.

Fire Sprinkler piping is Life Safety and shall take precedence over all ductwork, vents, lights, and main runs of all other piping, except structural members.

(129) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **901.4.6** to read as follows:

901.4.6 Appearance of equipment and devices. Any device that has the physical appearance of life safety or fire protection equipment but does not perform that life safety or fire protection function shall

be prohibited. Life safety devices shall remain specific to their fire protection system and not be intermixed (water motor gongs/bells for fire sprinkler systems and horns/horn strobes for fire alarm systems). Non-fire protection systems shall not use devices of a similar color or sound. Red, white, or clear lens (with white flash) devices are reserved for fire and life safety.

(130) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **901.4.7** to read as follows:

901.4.7 Pump and riser room size. Where provided, fire pump rooms and *automatic sprinkler system* riser rooms shall be designed with adequate space for all equipment necessary for the installation, inspection, maintenance, and servicing as defined by the manufacture, and with a minimum of three (3) feet of working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire- resistance-rated assembly or without removing such elements of, or disabling the function of any other life safety system. Fire pump and *automatic sprinkler system* riser rooms shall be provided with a door(s) and unobstructed passageway large enough to allow removal of the largest piece of equipment. Fire pump and *automatic sprinkler system* riser rooms shall not be used for storage. Fire riser rooms housing an *automatic sprinkler system* riser only shall be a minimum 4 foot (1219 mm) by 4 foot (1219 mm) unless otherwise *approved* by the *fire code official*. Fire riser rooms housing *automatic sprinkler system* riser(s) and any other systems, non-fire systems, equipment, devices, plumbing piping and/or appurtenances, or similar shall be a minimum 8-foot (2438 mm) by 16-foot (4877 mm) with a minimum of four (4) feet of clear space from the system riser(s), piping, and appurtenances unless otherwise *approved* by the *fire code official*. System risers and fire department connection lead-ins shall be a minimum 12 inches (305 mm) from finish walls to outside edge of pipe as measured to back side of pipe and shall be a minimum 18 inches (457 mm) from finish walls or outside edge of adjacent risers to outside edge of pipe as measured to side of pipes.

(131) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **901.5** to read as follows:

901.5 Installation testing, acceptance tests and completion. *Fire protection and life safety systems* and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as *approved* by the *fire code official*. The *fire code official* shall be notified before any required acceptance testing. Fire detection and alarm systems, fire-extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains and all other *fire protection systems* and appurtenances thereto shall be subject to operational testing. When required acceptance tests shall be performed as contained in the installation standards and as *approved* by the *fire code official*. The *fire code official* shall be notified before any required acceptance testing. The *fire code official* may perform inspections to ensure proper operation of *fire protection systems*.

(132) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.1.1** to amend a misprint to the Edition printing to read as follows:

903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted instead of automatic sprinkler system protection where recognized by the applicable standard and *approved* by the *fire code official*.

(133) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2** to read as follows:

903.2 Where required. *Approved automatic sprinkler systems* in new buildings and structures shall be provided in the locations described in this Section and Sections 903.2.1 through 903.2.12, and throughout multi-tenant buildings 5,000 square feet (464 m²) or more. The calculated area shall be total square footage (as measured from the exterior walls) including all space as well as the area of attached garages, storage facilities, hallways, stairways, and similar areas, and without exemptions for fire areas. Such systems shall be in accordance with Section 903 as well as *National Fire Protection Association Standards* where conflicts arise the more stringent shall govern.

Retrofit:

1. Building additions that exceed the allowed fire area.
2. Two or more building permits related to area increase, are issued over any three consecutive years.

Exception:

1. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries, and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 2-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.
2. Detached non-combustible carports or shade canopies. Detached gazebos and open sided pavilions for residential use.
3. Independent buildings such as restrooms or snack shops 400 square feet (37 m²) or less that are associated with golf courses, parks, and similar uses.
4. Guardhouses that are less than 400 square feet (37 m²) in size used to control access to or within residential and/or commercial developments.
5. Detached equipment or storage buildings for commercial use not exceeding 400 square feet (37 m²).
6. Detached residential storage buildings or garages that are non-habitable not exceeding 900 square feet (84 m²).

(134) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.2** to add Group B occupancies to read as follows:

903.2.2 Group B. An *automatic sprinkler system* shall be provided for *fire areas* containing Group B occupancy and intervening floors of the building where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m²).
2. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

903.2.2.1 Ambulatory care facilities. An *automatic sprinkler system* shall be provided for *fire areas* containing ambulatory care facility occupancies and intervening floors of the building where either of the following conditions exist at any time:

1. Four or more rooms, chairs, beds, or spaces are provided for care recipients that are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving the facility.

Care recipients are considered incapable of self-preservation where any of the following conditions exists to include, but not limited to:

1. Patients or care recipients requiring assistance or rescue by staff, other occupants or fire personnel to evacuate the building.
2. Medical staff must stabilize the patient prior to evacuation whereby staff would need to evacuate as well.
3. The use of medical gases including but not limited to oxidizing medical gases, such as oxygen and nitrous oxide.
4. The possibility of surgical fires.

The determination of whether or not a person is rendered incapable of self-preservation by the service provided need not be limited to persons who have been rendered unconscious for the procedure. It is reasonable to determine that a person has been rendered incapable of self-preservation if the person is conscious, yet unable to determine the direction of or traverse the means of egress without supervision or direction from staff or other persons, to include persons with or experiencing an altered state of consciousness.

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

(135) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.3** to read as follows:

903.2.3 Group E. An *automatic sprinkler system* shall be provided for Group E occupancies as follows:

1. Throughout all Group E *fire areas* greater than 12,000 square feet (1115 m²) in area.
2. Throughout every portion of educational buildings located on a floor other than a *level of exit discharge* serving such occupancies.

(136) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.4** to read as follows:

903.2.4 Group F-1 and F-2. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exist:

1. A Group F *fire area* exceeds 12,000 square feet (1115 m²).
2. A Group F *fire area* is located more than one story above grade plane.
3. The combined area of all Group F *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).

(137) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.4.1** to read as follows:

903.2.4.1 Woodworking operations. An *automatic sprinkler system* shall be provided throughout all Group F occupancy *fire areas* that contain woodworking or milling operations in excess of 2,500 square feet (232 m²) which generate finely divided combustible waste or finely divided combustible materials, to include wood shavings, saw dust, sanding dust, and similar.

(138) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.6** to read as follows:

903.2.6 Group I. An *automatic sprinkler system* shall be provided throughout buildings with a Group I *fire area*.

Exception: An *automatic sprinkler system* installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 Condition 1 facilities.

(139) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.7** to read as follows:

903.2.7 Group M. An *automatic sprinkler system* shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist:

1. A Group M *fire area* exceeds 12,000 square feet (1115 m²).
2. A Group M *fire area* is located more than one story above grade plane.
3. The combined area of all Group M *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).

(140) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.7.2** to read as follows:

903.2.7.2 Group M upholstered furniture or mattresses. An *automatic sprinkler system* shall be provided throughout a Group M *fire area* where the area used for the display and sale of upholstered furniture, mattresses, household goods, or similar exceeds 2,500 square feet (232 m²).

(141) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.9** to read as follows:

903.2.9 Group S-1 and S-2. An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S occupancy where one of the following conditions exist:

1. A Group S *fire area* exceeds 12,000 square feet (1115 m²).
2. A Group S *fire area* is located more than three stories above grade plane.
3. The combined area of all Group S *fire areas* on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).
4. A Group S *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).

(142) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.9.1** to read as follows:

903.2.9.1 Repair garages. An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the *International Building Code*, as shown:

1. Buildings two or more stories above grade plane, including *basements*, with a *fire area*

containing a repair garage exceeding 5,000 square feet (464 m²).

2. Buildings not more than one story above grade plane, with a *fire area* containing repair garage exceeding 5,000 square feet (464 m²).
3. Buildings with a repair garages servicing vehicles parked in *basements*.
4. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m²).

(143) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.9.2** to read as follows:

903.2.9.2 Bulk Storage of tires. Buildings and structures where the area for the storage of tires exceeds 2,500 cubic feet (71 m³) in or adjacent to, shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

(144) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.9.4** to read as follows:

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

(145) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.10** to delete Exception to read as follows:

903.2.10 Group S-2 parking garages. An *automatic sprinkler system* shall be provided throughout all buildings classified as parking garages in accordance with Section 406.6 of the *International Building Code* where any of the following conditions exists:

1. Where the *fire area* of the enclosed parking garage exceeds 12,000 square feet (1115 m²).
2. Where the enclosed parking garage is located beneath other groups.

(146) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.11.1.1** to read as follows:

903.2.11.1.1 Opening dimensions and access. Openings shall have a minimum dimension of not less than 36 inches (914 mm). Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

(147) CHAPTER FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.11.3** to delete Exception to read as follows:

903.2.11.3 Buildings 55 feet or more in height. An *automatic sprinkler system* shall be installed throughout all buildings that have one or more stories with an *occupant load* of 30 or more located 55 feet (10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor of the highest level to include mezzanine floors.

(148) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.2.11** to add **903.2.11.7** to read as follows:

903.2.11.7 Porte-cocheres. All porte-cocheres shall be protected with fire sprinklers. **Exceptions:** Porte-cocheres of non-combustible construction and design and where separated from a structure preventing fire and products of combustion from coming in contact with the structure.

(149) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.3** to read as follows:

903.3 Installation requirements. *Automatic sprinkler systems* shall be designed and installed in accordance with Section 903.3.1 through 903.3.8 and the following:

Construction documents. Fire sprinkler systems shall be submitted for review and approval prior to system installation or remodeling. Three copies will be submitted unless otherwise stated by the *fire code official*. Deviation from approved plans shall require prior permission of the *fire code official*. Construction documents shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system. Construction documents shall be provided in accordance with NFPA 13 and to include, but not be limited to, all of the following:

1. Fire sprinkler system plan design worksheet.
2. A site plan showing all buildings, fire department connections, fire hydrants, fire apparatus access roads, alleys, driveways, sidewalks, and similar items. To include lengths and widths.
3. A floor plan, which shows and indicates the use of all rooms, and all occupancies in the building including dimensions.
4. Unit plans which show location and size of walls, rooms, doors, concealed spaces, closets, attics, bathrooms, and fire rated walls.
5. Dimensions of aisles, corridors, hallways, and stairways, doorways (door openings), including direction of swing.
6. Full height cross-section, or schematic diagram of the riser detail showing alarm check valve assembly, flow switch(s), water motor gong alarm, check valves assemblies, drain valve assemblies, and all associated piping and sizes.
7. Full height cross-section, or schematic diagram, including structural member information and including ceiling and wall construction and method of protection for nonmetallic piping and penetrations.
8. A mechanical system over lay showing no conflict with fire sprinkler system.
9. Manufactures specifications and ratings on equipment and materials, to include but not limited to sprinkler heads, couplings, valves, mounting brackets, hardware, hangers, alarm valves, water motor gong, switches, sensors, gauges, and similar components.
10. Location and description of all required signs.
11. Location and method of storing *approved* fire sprinkler system plans near system riser(s).
12. Any additional information required by the *fire code official*.
13. The construction documents submittal shall include the manufacturer's installation instructions for any specially listed equipment, including descriptions, applications, and limitations for any sprinklers, devices, piping, or fittings.

Inspector's test connection. The inspector test connection shall be in the upper story if multi- leveled, and the connection shall be piped from the end of the most remote branch line. The discharge should be at a point where it can be readily observed. In locations where it is not practical to terminate the test connection outside the building, where *approved* by the *fire code official* the test connection is permitted to terminate into a drain capable of accepting full flow under system pressure. In this event, the test connection should

be made using an approved sight test connection containing a smooth bore corrosion-resistant orifice giving a flow equivalent to one sprinkler simulating the least flow from an individual sprinkler in the system. The test valve should be located at an accessible point and preferably not over 7 ft (2.1 m) above the floor. The control valve on the test connection should be located at a point not exposed to freezing. The discharge pipe shall be installed so as to drain by gravity flow. The test connection valve shall be a full open valve and the end of the discharge pipe shall not be threaded.

Drains. Auxiliary Drains for Wet Pipe Systems, Preaction Systems and Dry Pipe systems.

1. Where the capacity of trapped sections of pipes in wet systems is less than 5 gal (18.9 L), one of the following arrangements shall be provided:
 - 1.1. An auxiliary drain shall consist of a nipple and cap or plug not less than ½ in. (12 mm) in size in an accessible location and piped to an approved location.
 - 1.2. An auxiliary drain shall not be required for trapped sections less than 5 gal (18.9 L) where the system piping can be drained by removing a single pendent sprinkler.
 - 1.3. Where flexible couplings or other easily separated connections are used, the nipple and cap or plug shall be permitted to be omitted.
2. Where the capacity of isolated trapped sections of pipe in wet systems is more than 5 gal (18.9 L) and less than 20 gal (76 L), the auxiliary drain shall consist of a valve ¾ in. (19 mm) or larger in an accessible location and a plug or a nipple and cap and be piped to an approved location.
3. Where the capacity of isolated trapped sections of pipe in wet systems is 20 gal (76 L) or more, the auxiliary drain shall consist of a valve in an accessible location not smaller than 1 in. (25.4 mm), piped to discharge at a suitable location.
4. Where the capacity of isolated trapped sections of Dry Pipe and Preaction System pipe is 1 gallon (3.7 L) or less, the auxiliary drain shall consist of a valve or a nipple and cap or plug not less than ½ in. (12 mm) in size in an accessible location and piped to an approved location.
5. Where the capacity of isolated trapped sections of Dry Pipe and Preaction System pipe is 1-gallon (3.7 L) or more, the auxiliary drain shall consist of two 1-inch full open valves and one 2-inch X 12-inch (50 mm X 305 mm) condensate nipple or equivalent, in an accessible location and piped to discharge at a suitable location.

Valves and risers. Alarm valve assemblies with water motor gong alarms shall be used, and all system risers shall be numbered and labeled indicating the zone locations and inspector test valve location, and all inspector test valves shall be numbered to match the system risers, all valves shall be labeled to include the zone along with what they control, fire department connection check valves shall be installed in the horizontal position and as close to the top of system riser as possible or off of a main line not smaller than the system riser, riser rooms and/or riser areas shall not be used for storage. Dry pipe valves should be piped from above the wet alarm check valve for exterior water flow notification by the water motor gong.

(150) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.3.1.1** to read as follows:

903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section 903.3.1.1.1.

(151) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **903.5** to read as follows:

903.5 Testing and maintenance. Automatic Sprinkler systems, standpipe systems, and fire department connection lines shall be tested and maintained in accordance with Section 901 and after initial installation and/or alteration the following original copies of end of job documentation shall be provided to the permit office:

1. Contractor's Material and Test Certificate for Aboveground Piping,
2. Letter of Compliant Installation,
3. Backflow Test Report (where applicable), and
4. As-builts (if applicable).

(152) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **904.2.2** to read as follows:

904.2.2 Commercial hood and duct systems. Each required commercial kitchen exhaust hood and duct system required by Section 606 to have a Type I hood shall be protected with an *approved* automatic fire-extinguishing system installed in accordance with this code.

Construction documents. Kitchen hood suppression systems shall be submitted for review and approval prior to system installation or remodeling. Three copies will be submitted unless otherwise stated by the *fire code official*. Deviation from approved plans shall require prior permission of the *fire code official*. Construction documents shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each room or floor area, and shall show those items from the following list that pertain to the design of the system. Construction documents shall be provided in accordance with NFPA Standards and to include, but not be limited to, all of the following:

1. Kitchen hood suppression system plan design worksheet.
2. Identification of the hazards to be protected and including such information as physical dimensions, cooking appliances, energy sources for each appliance, and air-handling equipment.
3. Plan sheet scale is to be 1/8" = 1 foot.
4. A floor plan, which shows and indicates the location of all equipment, appliances, tables, electric shut-off or automatic gas shut-off valve(s), exhaust hoods, mobile cart, pull stations, suppression system control units, suppression agent cylinders, and similar.
5. Method of electric disconnects and/or gas shutout valves. Only manually resettable valves are permitted.
6. Operational sequence (shutdown) of auxiliary equipment, fans, makeup/supply air, and similar.
7. Size, length, and arrangement of connected piping.
8. Description/type of nozzles designed for the appliance being protected, number of nozzles, and location of nozzles to include the and distance to cooking surface.
9. The location and function of detection devices.
10. Cylinder size, capacity, and mounting information.
11. Operating devices.
12. Auxiliary equipment.
13. Electrical circuitry.
14. Power connections and locations.
15. Manual pull station is to be installed in the path of egress.
16. Appliance docking devices information, locations, types, and similar.

17. Manufacturers, model numbers, and listing information for all equipment, devices, controllers, cylinders, and materials.
18. Manufactures specifications and ratings on equipment and materials, to include but not limited to piping, control units, tanks, nozzles, fusible links, couplings, valves, mounting brackets, hardware, hangers, appliance docking ports, and similar components.
19. Location and description of all required signs.
20. The construction documents submittal shall include the manufacturer's installation instructions for any specially listed equipment, including descriptions, applications, and limitations for any nozzles, devices, piping, or fittings.
21. List of the specific tests that are required. Two system tests are to be performed one pull station and one fusible link per system.
22. Any additional information required by the *fire code official*.

(153) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **904.3.2** to read as follows:

904.3.2 Actuation. Automatic fire-extinguishing systems shall be automatically actuated and provided with a manual means of actuation in accordance with Section 904.13.1. Where more than one hazard could be simultaneously involved in fire due to their proximity, all hazards shall be protected by a single system designed to protect all hazards that could become involved. Where units are designed to use electronic pull stations the electronic pull station shall not resemble fire alarm pull stations.

Exception: Multiple systems shall be permitted to be installed if they are designed to operate simultaneously.

(154) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **904.4** to read as follows:

904.4 Inspection and testing. Automatic fire extinguishing systems shall be inspected and tested in accordance with the provisions of this section prior to completion. Upon completion of the installation, the system and all components shall be tested in accordance with manufacturer's installation instructions and code requirements. When required acceptance tests shall be performed as contained in the installation standards and as *approved* by the *fire code official*. The *fire code official* shall be notified before any required acceptance testing. Acceptance testing is performed by an *approved* private 3rd party tester. The *fire code official* may perform inspections to ensure proper operation of *fire protection systems* or allow *approved* 3rd party inspectors to perform inspections of *fire protection systems*.

(155) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **904.4.1** to read as follows:

904.4.1 Inspection. Prior to conducting final operational tests, all of the following items shall be inspected and provided:

1. Kitchen hood fixed suppression system contractor's acceptance inspection form.
2. Hazard specification for consistency with design hazard.
3. Type, location and spacing of automatic- and manual-initiating devices. Electronic pull stations shall not resemble fire alarm pull stations.
4. Size, placement and position of nozzles or discharge orifices.
5. Location and identification of audible and visible alarm devices. Visual system armed/ tripped indicators are to be clearly visible (not obscured or covered).
6. Identification of devices with proper designations.

7. Operating instructions.
8. End of job documentation.
 - a) Certificate of Installation,
 - b) Letter of Compliant Installation, and
 - c) As-builts (if applicable).

(156) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **904.4.2.1** to read as follows:

904.4.2.1 Audible and visible signals. The audibility and visibility of notification appliances signaling agent discharge or system operation, is required, and shall be verified. Visual system armed/tripped indicators are to be clearly visible from the floor area in front of the control unit and shall not be obscured or covered.

(157) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **904.13.1** to add Subsections **904.13.1.1** and **904.13.1.2** to read as follows:

904.13.1.1 Manual system operation device and color. The manual actuation device for an alternative fire-extinguishing system shall be silver or white in color and shall not resemble a fire alarm system actuation device. The color of the manual actuation device for an alternative fire- extinguishing system shall apply to both commercial systems and commercial grade residential fire-extinguishing systems for residential type cooking appliances.

904.13.1.2 Multiple manual system operation devices. Where there are multiple manual actuation devices for an alternative fire-extinguishing system, each actuation device and the corresponding fire-extinguishing system and hood shall be provided with an identification plate that indicates which system the device operates.

(158) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **904.14** to read as follows:

904.14 Domestic cooking systems. The cooking hood provided over cooktops and ranges shall installed in accordance with Section 606.2. Domestic Cooktops and ranges installed in the following exception shall be protected in accordance with Section 904.14.1.

Exception: A commercial grade residential vent/hood extinguishing system is permitted to be utilized when only domestic cooking appliances are utilized in the following:

1. Employee Break Rooms.
2. Licensed Care Facilities operating in Group R-3 occupancy.
3. Group E occupancy - classrooms utilized for training in food preparation.
4. Group R-2 college dormitories where domestic cooking facilities are installed in accordance with Section 420.10 of the *International Building Code*.

The domestic cooking hood provided over the cooktop or range shall be equipped with an automatic fire-extinguishing system of a type recognized for the protection of domestic cooking equipment. Pre-engineered automatic extinguishing systems shall be tested in accordance with UL 300A and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing and manufacturer's instructions.

(159) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **905.3** to read as follows:

905.3 Required installations. Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.8 and where required in the locations indicated in Sections 905.4, 905.5 and 905.6 and where required elsewhere in the code, and Class I standpipe hose connections shall be installed where required by the *fire code official*. Interior hose connections shall be provided when the distance from fire apparatus to interior portions of the building exceed 150 feet (45 720 mm) and are spaced in the interior of the building for firefighting operations. Interior hose connections shall be spaced for overlapping coverage around obstructions based on a 150-foot (45 720 mm) hose pack with 20-foot (6096 mm) nozzle stream. Standpipe systems shall be manual dry standpipe systems where required by the *fire code official* unless required by a specific code Section or NFPA to be an automatic wet standpipe system or combined system. Automatic wet standpipe systems shall be piped in an arrangement so that the hose valves are not supplied from the same sprinkler zone and/or sprinkler system riser supplying water to the sprinkler heads within the hose valve coverage area and is to be labeled accordingly, combined systems should be piped in an arrangement where the standpipe system and hose valves are supplied from their own riser(s) separate from the sprinkler riser(s) and is to be labeled accordingly. Standpipe hose valves shall be equipped with 2 ½ inch by 1 ½ inch reducer caps with chains.

Exception: Standpipe systems are not required in Group R-3 occupancies.

(160) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **905.8** to delete exception the to read as follows:

905.8 Dry standpipes. Dry standpipes shall be installed where required by the *fire code official* and where subject to freezing and in accordance with NFPA 14.

(161) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **906.1** to read as follows:

906.1 Where required. Portable fire extinguishers shall be installed in all of the following locations:

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.

Exceptions:

1. In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1- A:10-B:C.
2. In Group E occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each classroom is provided with a portable fire extinguisher having a minimum rating of 2-A:20-B:C.
3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:
 - 3.1. Use of vehicle-mounted extinguishers shall be *approved* by the *fire code official*.
 - 3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket *approved* by the extinguisher manufacturer or the *fire code official* for vehicular use.
 - 3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.
 - 3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.
 - 3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.

2. Within 30 feet (9144 mm) distance of travel from commercial cooking equipment and from domestic cooking equipment permitted by Section 904.14.
3. In areas where *flammable* or *combustible liquids* are stored, used or dispensed.
4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with Section 3316.1.
5. Where required by the sections indicated in Table 906.1.
6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the *fire code official*.

(162) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending 907.1.2 to read as follows:

- 907.1.2 Fire alarm shop drawings.** Shop drawings for fire alarm systems shall be prepared in accordance with NFPA 72 and submitted for review and permitting prior to system installation. Three copies will be submitted unless otherwise required by the *fire code official*. Construction documents shall include, but not be limited to, all of the following where applicable to the system being installed:
1. Fire alarm system plan design worksheet.
 2. A floor plan, which shows and indicates the use of all rooms, and all occupancies in the building including dimensions.
 3. Locations of alarm-initiating devices.
 4. Locations of alarm notification appliances including candela ratings for visible alarm notification appliances.
 5. Design minimum audibility level for occupant notification and a full Voice Intelligibility design analysis and report for Emergency Voice/Alarm Communication Systems.
 6. Location of transponders, notification power supplies, and Fire Alarm Control Panel and size and capabilities for expansion.
 7. Alarm control and trouble signaling equipment.
 8. Wiring schematic indicating wiring methods and locations of conduit, junction boxes, and wiring.
 9. Colored wiring schematic by zone (or run) for notification appliances.
 10. Notification appliances shall be identified with listed output levels.
 11. Annunciators.
 12. Power connection to include location of electrical panel and breaker identification.
 13. Battery calculations.
 14. Conductor type and sizes.
 15. Voltage drop calculations.
 16. Manufacturers' data sheets indicating model numbers and listing information for all equipment, devices, and materials.
 17. Details of ceiling height and construction.
 18. The interface of fire safety control functions.
 19. Dedicated communication lines information for primary and secondary fire alarm control panel communication.
 20. Classification of supervising station including complete contact information.
 21. Location and method of storing *approved* fire alarm system plans near fire alarm control panel.
 22. Any additional information required by the *fire code official*.

(163) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending 907.2 to read as follows:

907.2 Where required—new buildings and structures. An *approved* fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Buildings with multi-tenant occupancies, office buildings, strip centers, and similar type occupancies shall have one Fire Alarm Control Panel and all suites, occupancies, and/or tenant spaces shall be connected to and all alarms, initiating devices, and similar shall be connected to the single Fire Alarm Control Panel. Multi-tenant complexes have more than one building shall have a Fire Alarm Control Panel for each separate building in the complex and shall act as a standalone system. It shall not be permitted to connect individual Fire Alarm Systems to one main panel in a group of buildings.

Exception: Group E occupancies classrooms and buildings within 50 feet of the primary school building shall be connected to the main fire alarm control panel.

Buildings with *automatic sprinkler systems* shall provide occupant notification devices within the building to alert the occupants to evacuate due to the activation of the *automatic sprinkler system* in response to a possible fire condition.

Not fewer than one manual fire alarm box shall be provided in an *approved* location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed. The required fire alarm box shall be located at the main entry. Tamper resistant covers are required on fire alarm boxes at educational facilities below High School level. Where multi-tenant buildings have the fire alarm control panel located in the Riser Room, IT Room, or other location away from the main entry the one required manual fire alarm box shall not be installed at the fire alarm control panel. Exterior horn/strobes are required to be on the side of the building facing the main road/entry. The exterior horn/strobe is to be clearly visible by approaching emergency responders (near roof line on single story buildings and near second floor line on multi-story buildings). Remote annunciator is to be provided at a constantly attended location/main entry when the Fire Alarm Control Panel is located away from the main entry. Remote keyed test switches for smoke detectors or magnets for testing devices are not permitted.

Communications integrity monitoring shall comply with the following:

1. Multiple paths of communication are permitted at least once every 24 hours for each path of communication. Multiple paths of communication shall be comprised of one of the following methods:
 - 1.1. Land lines Primary and Secondary (Allowed at alternating 24-hour intervals)
 - 1.2. Land line and Cellular communicator Primary and Secondary
 - 1.3. Cellular communicator Primary and a Cellular communicator Secondary
 - 1.4. Land line or Cellular communicator Primary and IP Data line Secondary
 - 1.5. Land line or Cellular communicator Primary and two-way RF Secondary
2. Single paths of communication are permitted at least once every 60 minutes for the following communicators:

1.1 Cellular communicators to include Dual Path.

Exception: Except where communication is required more frequently by this *code* or NFPA 72.

IP Data lines are not approved for use as the primary or singular communication line for Fire Alarm Control Panel's.

Where in duct smoke detectors are installed more than 10 feet above the finished floor or in arrangements where the detector's alarm or supervisory indicator is not visible to responding personnel, the detectors shall be provided with remote supervisory indication in a location acceptable to the *fire code official*. Activation of duct smoke detectors shall activate a general alarm condition.

Activation of the building fire alarm system by a manual pull station, waterflow switch, smoke detector, or any general alarm signal shall shutdown air handler units and ventilation systems to include extra-large ceiling fans.

The manual fire alarm box for Group R-2 occupancies is required by the *fire code official* to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. The manual fire alarm box location shall be approved by the *fire code official* and may or may not be located in an area that is accessible to the public.

Exception: The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory services.

(164) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.2.2.1** to read as follows:

907.2.2.1 Ambulatory care facilities. Buildings or *fire areas* containing ambulatory care facilities shall be provided with a manual fire alarm system with an electronically supervised automatic smoke detection system installed within the ambulatory care facility and in public use areas outside of tenant spaces, including public *corridors* and elevator lobbies where either of the following conditions exist at any time:

1. One or more rooms, chairs, beds, or spaces are provided for care recipients that are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the *level of exit discharge* serving the facility.

Care recipients are considered incapable of self-preservation where any of the following conditions exists to include, but not limited to:

1. Patients or care recipients requiring assistance or rescue by staff, other occupants or fire personnel to evacuate the building.
2. Medical staff must stabilize the patient prior to evacuation whereby staff would need to evacuate as well.
3. The use of medical gases including but not limited to oxidizing medical gases, such as oxygen and nitrous oxide.
4. The possibility of surgical fires.

The determination of whether or not a person is rendered incapable of self-preservation by the service provided need not be limited to persons who have been rendered unconscious for the procedure. It is reasonable to determine that a person has been rendered incapable of self-preservation if the person is conscious, yet unable to determine the direction of or traverse the *means of egress* without supervision or direction from staff or other persons, to include persons with or experiencing an altered state of consciousness.

Exception: Buildings equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 provided that the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

(165) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.2.3** to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section

907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E occupancies. Where *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.

Exceptions:

1. A manual fire alarm system is not required in Group E occupancies with an *occupant load* of 50 or less.
2. Emergency voice/alarm communication systems meeting the requirements of Section

907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the manual fire alarm system initiates an *approved* occupant notification signal in accordance with Section 907.5.

3. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:

3.1. Interior *corridors* are protected by smoke detectors.

3.2. Auditoriums, cafeterias, gymnasiums and similar areas are protected by

heat detectors or other *approved* detection devices.

3.3. Shops and laboratories involving dusts or vapors are protected by *heat detectors* or other *approved* detection devices.

3.4. The building is equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1.

3.5. The emergency voice/alarm communication system will activate on sprinkler water flow.

3.6. Manual activation is provided from a normally occupied location.

(166) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.2.4** to read as follows:

907.2.4 Group F. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group F occupancies where one of the following conditions exist:

1. The Group F occupancy is two or more stories in height.
2. The Group F occupancy *occupant load* of all floors is 100 or more persons

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

(167) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.2.7** to read as follows:

907.2.7 Group M. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group M occupancies where one of the following conditions exist:

1. The combined Group M *occupant load* of all floors is 100 or more persons.
2. The Group M *occupant load* is more than 50 persons above or below the lowest *level of exit discharge*.

Exceptions: Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and the occupant notification appliances will automatically activate throughout the notification zones upon sprinkler water flow.

(168) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.2.10** to read as follows:

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S occupancies where one of the following conditions exist:

1. The combined Group S *occupant load* of all floors is 100 or more persons.
2. The Group S occupant load is more than 50 persons above or below the lowest *level of exit discharge*.
3. Group S occupancy storage buildings, storage units and buildings used for the storage of household goods, upholstered furniture, mattresses, and public- and self-storage occupancies for interior *corridors* and interior common areas. Visible notification appliances are not required within storage units.

Exception: Manual fire alarm boxes are not required for 1. or 2. where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1, and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

(169) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending [M] **907.2.13.1.2** to read as follows:

[M] **907.2.13.1.2 Duct smoke detection.** Duct smoke detectors complying with Section 907.3.1 shall be located in accordance with NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems and as follows:

1. In the main supply air plenum of each air-conditioning system having a capacity greater than 2,000 cubic feet per minute (cfm) (0.90 m³/s) or a combination of units drawing and/or supplying air to an area in excess of 2,000 cubic feet per minute (cfm) (0.90 m³/s). Such detectors shall be located in a serviceable area downstream of air filter(s), motors, electrical circuit boards, and/or controllers, and ahead of any branch connections in air supply systems.
2. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air-conditioning system. In Group R-1 and R-2 occupancies, a smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cfm (2.4 m³/s) and serving not more than 10 air-inlet openings.

(170) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.2.23** to amend a misprint to the Edition printing to read as follows:

907.2.23 Energy storage systems. An automatic smoke detection system or radiant-energy detection system shall be installed in rooms, areas and walk-in units containing energy storage systems as required in Section 1207.5.4.

(171) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.2** to add **907.2.24** to read as follows:

907.2.24 Group R-4. Fire alarm systems and smoke alarms shall be installed in Group R-4 occupancies as required in Sections 907.2.24.1 through 907.2.24.3.

907.2.24.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-4 occupancies.

Exceptions:

1. Manual fire alarm boxes are not required throughout the building where all of the following conditions are met:
 - 1.1. The building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 1.2. The notification appliances will activate upon sprinkler water flow.
 - 1.3. Not fewer than one manual fire alarm box is installed at an *approved* location.
2. Manual fire alarm boxes in resident or patient sleeping areas shall not be required at *exits* where located at all nurses' control stations or other constantly attended staff locations, provided such stations are visible and continuously accessible and that the distances of travel required in Section 907.4.2.1 are not exceeded.

907.2.24.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in *corridors*, waiting areas open to *corridors*, and *habitable spaces* other than *sleeping units* and kitchens.

Exception:

1. Smoke detection in *habitable spaces* is not required where the facility is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.
2. An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* and where each *sleeping unit* has a *means of egress* door opening directly to an *exit* or to an exterior *exit access* that leads directly to an *exit*.

907.2.24.3 Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11.

(172) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.3.1** to read as follows:

907.3.1 Duct smoke detectors. Smoke detectors installed in ducts shall be *listed* for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be installed on the supply side of the unit downstream of air filter(s),

motors, electrical circuit boards, and/or controllers, and ahead of any branch connections in air supply systems. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is required by Section 907.2 or when a fire alarm system is present in the building to include multi-tenant buildings. Activation of a duct smoke detector shall initiate a general alarm condition. In facilities that are required to be monitored by a supervising station, duct detectors shall report as a fire alarm. They shall not be used as a substitute for required open area detection.

Exceptions:

1. The supervisory signal at a *constantly attended location* is not required where duct smoke detectors activate the building's fire alarm notification appliances.
2. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an *approved* location. Smoke detector trouble conditions shall activate a visible and audible signal in an *approved* location and shall be identified as air duct detector trouble.

(173) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.5** to read as follows:

907.5 Occupant notification. Occupant notification by fire alarms shall be in accordance with Sections 907.5.1 through 907.5.2.3.3. Occupant notification by smoke alarms in Group R-1 and R-2 occupancies shall comply with Section 907.5.2.1.3.2. Where an *automatic sprinkler system* is installed upon activation of the waterflow device the fire alarm control unit shall initiate occupant notification to alert building occupants.

(174) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending the first paragraph of **907.5.1** to read as follows:

907.5.1 Alarm activation and annunciation. Upon activation, fire alarm systems shall initiate occupant notification to alert building occupants, and shall annunciate at the fire alarm control unit, it shall be activated by:

1. Automatic fire detectors.
2. Automatic fire sprinkler system waterflow devices.
3. Manual fire alarm boxes.
4. Automatic fire extinguishing systems.

Exception: Where notification systems are allowed elsewhere in Section 907 to annunciate at a *constantly attended location*.

(175) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending the paragraph of **907.5.2** to read as follows:

907.5.2 Alarm notification appliances. Alarm notification appliances shall be provided and shall be *listed* for their purpose. An exterior audio/visual device shall be installed on the responder's approach side of the building and be visible from the roadway or entry. The location of the exterior audio/visual device shall be *approved* by the *fire code official*.

(176) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.5.2.1** to read as follows:

907.5.2.1 Audible and visual alarms. Audible alarm notification appliances shall be provided and emit a distinctive sound that is not to be used for any purpose other than that of a fire alarm, and visual alarm notification appliances shall be provided and emit a distinctive light that is not to be used for any purpose other than that of a fire alarm in accordance with Section 901.4.6.

Exceptions:

1. Audible alarm notification appliances are not required in critical care areas of Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2.
2. A visible alarm notification appliance installed in a nurses' control station or other continuously attended staff location in a Group I-2, Condition 2 suite shall be an acceptable alternative to the installation of audible alarm notification appliances throughout a suite or unit in Group I-2, Condition 2 occupancies that are in compliance with Section 907.2.6, Exception 2.
3. Where provided, audible notification appliances located in each enclosed occupant evacuation elevator lobby in accordance with Section 3008.9.1 of the *International Building Code* shall be connected to a separate notification zone for manual paging only.

(177) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.5.2.3.1** to read as follows:

907.5.2.3.1 Public use areas and common use areas and occupiable areas.

Visible alarm notification appliances shall be provided in *public use areas*, *common use areas*, and occupiable areas to include rooms and areas used for mechanical equipment, storage, electrical, information technologies, mezzanines, and similar.

Exception: Where employee work areas have audible alarm coverage, the notification appliance circuits serving the employee work areas shall be initially designed with not less than 20-percent spare capacity to account for the potential of adding visible notification appliances in the future to accommodate hearing-impaired employee(s).

(178) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.5.2.3.2** to read as follows:

907.5.2.3.2 Groups I-1, R-1, and R-2. *Habitable spaces in dwelling units and sleeping units* in Group I-1, R-1, and R-2 occupancies in accordance with Table 907.5.2.3.2 shall be provided with visible alarm notification appliances. Visible alarm notification appliances shall be activated by both the in-room smoke alarm and the building fire alarm system.

(179) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.6.3** to delete Exception to read as follows:

907.6.3 Initiating device identification. The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate. General device addresses identifying or labeled as “zone” is not permitted.

Exceptions:

1. Fire alarm systems that only include one manual alarm box, waterflow initiating devices.
2. Special initiating devices that do not support individual device identification.
3. Fire alarm systems or devices that are replacing existing equipment and that are not capable of addressable programming.

(180) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **907.7** to read as follows:

907.7 Installation testing, acceptance tests and completion. Upon completion of the installation, the fire alarm system and all fire alarm components shall be tested in accordance with NFPA 72. When required acceptance tests shall be performed as contained in the installation standards and as *approved* by the *fire code official*. The *fire code official* shall be notified before any required acceptance testing. Acceptance testing is performed by an *approved* 3rd party tester. The *fire code official* may perform inspections to ensure proper operation of *fire alarm systems* or allow *approved* 3rd party inspectors to perform inspections of *fire alarm systems*. After initial installation and/or alteration the following original copies of end of job documentation shall be provided to the permit office:

1. Certificate of Installation – Record of Completion,
2. Cibolo’s Emergency Communication Systems Record of Inspection and Testing,
3. Letter of Compliant Installation, and
4. As-builts (if applicable).

(181) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **909.12.1** to amend a misprint to the Edition printing to read as follows:

909.12.1 Verification. Control systems for mechanical smoke control systems shall include provisions for verification. Verification shall include positive confirmation of actuation, testing, manual override and the presence of power downstream of all disconnects. A preprogrammed weekly test sequence shall report abnormal conditions audibly, visually and by printed report. The preprogrammed weekly test shall operate all devices, equipment and components used for smoke control.

Exception: Where verification of individual components tested through the preprogrammed weekly testing sequence will interfere with, and produce unwanted effects to, normal building operation, such individual components are permitted to be bypassed from the preprogrammed weekly testing, where *approved* by the *fire code official* and in accordance with both of the following:

1. Where the operation of components is bypassed from the preprogrammed weekly test, presence of power downstream of all disconnects shall be verified weekly by a *listed* control unit.
2. Testing of all components bypassed from the preprogrammed weekly test shall be in accordance with Section 909.22.6.

(182) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **909.20.6.2** to amend a misprint to the Edition printing to read as follows:

[BF] 909.20.6.2 Standby power. Mechanical vestibule and *stairway* and *ramp* shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 1203.

(183) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **912.1** to read as follows:

912.1 Installation. Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.7.

Construction documents. Fire Line systems shall be submitted for review and permitting prior to system installation or modifying. Three copies will be submitted unless otherwise stated by the *fire code official*. Deviation from approved plans shall require prior permission of the *fire code official*. Construction documents shall be drawn to an indicated scale, on sheets of uniform size, and shall show those items from the following list that pertain to the design of the system. Construction documents shall be provided in accordance with International Fire Code 2015 Edition with amendments, NFPA 13, NFPA 14, NFPA 24, and other national standards or regulations to include, but not be limited to, all of the following:

1. Fire line system plan design worksheet.
2. A plan showing all buildings, fire department connections, fire hydrants, fire apparatus access roads, alleys, driveways, sidewalks, and similar items. To include lengths and widths.
3. Compass point and the equipment symbol legend. (Note: Use of *NFPA 170* symbols is recommended)
4. Fire Line Plans are stamped and signed as required. (Designer and installer registered with Texas State Fire Marshal's Office)
5. Manufacturers specifications and ratings on equipment and materials, to include but not limited to backflow prevention devices, couplings, valves, hardware, gauges, and similar components.
6. Location and description of all required signs. Each valve shall have identification signs indicating its function and what it controls, signage requirement and locations are noted on the plans, NFPA 6.6.
7. The fire line plan shows pipe size and placement to the hydrants and the building from the point of connection at the city main or water supply source.
8. Table identifying piping sizes, lengths, fittings, and similar.
9. Scale of plan sheets is to be 1/8 inch or similar as approved by the *fire code official*.
10. Method(s) of a restrained joint system is specified. If used, a thrust blocks size matrix with details or calculations is provided. Pipe system, thrust blocks, and fitting locations are

detailed, NFPA 10.8.2. If used, the rod size and number of rods is specified, apply NFPA Section 10.8.3 and Table 10.8.3.1.2.2. If used, the size of restraint straps for tees is specified, apply Table 10.8.3.2.3. If used, clamp and rod detail is specified (1 pair of rods for each clamp) and the clamp size is specified, NFPA 10.8.3.1, A10.8.2.

11. Reduced Pressure Principal Backflow Prevention Device located on plans if installed outside of the building.
12. Valves in pits, used in lieu of Post Indicating Valves, are detailed to show conformance with NFPA Section 6.4, e.g. large enough for equipment placement, maintenance, inspection, and testing, and constructed to protect equipment from damage and accumulation of water.
13. The pipe is listed for fire protection service and complies with NFPA Table 10.1.1, is designed to withstand the system pressure needed based on the use of that portion of the system, and a listing data sheet is provided, NFPA 10.1.1, 10.1.5. Fire lines supplying system risers, and hydrants shall be minimum Class DR-18 and fire lines for fire department connections and standpipes systems shall be minimum Class DR-14.
14. The type and class of pipe material is specified, NFPA 10.1.4.
15. The method of joining pipe sections is specified and in compliance with Section 10.3 and the fittings are pressure compatible with the pipe, NFPA 10.2.5.
16. The depth of pipe for areas where frost is not a concern is detailed with the minimum depth being at 2.5 feet, or 3 feet when the pipe is located under vehicle traffic areas.
17. Backfill material for tamping around the pipe is specified, NFPA 10.9.
18. The flushing and hydrostatic test requirements are on the plans as specified in NFPA 10.10.2.
19. Hydraulic calculations of the fire line are provided on the plans.
20. Any additional information required by the *fire code official*.
21. The construction documents submittal shall include the manufacturer's installation instructions for any specially listed equipment, including equipment description, product literature (including cut sheets), specifications, applications, and limitations for any devices, piping, or fittings.

Fire department connection. Fire department connection and piping design shall meet the following to include, but not limited to the following:

1. Freestanding fire department connection piping and fire line piping shall not to be smaller than system riser piping.
2. Fire department connection piping is to run from the fire department connection to the riser room and connect directly to the fire sprinkler system riser above the alarm check valve. Fire department connection check valves are to be as high as possible and as close to the riser as possible or connect to a main line not smaller than the system riser.
3. No shutoff valves shall be permitted in the piping from the fire department connection head to the point that the fire department connection piping connects to the system piping supplying the sprinkler heads.
4. Automatic ball drip valve is to be located in a vault or below grade and be of an approved type.
5. The number of ports on a fire department connection head shall be determined by the sprinkler system demand with hose allowances calculated at 250 gpm per 2 ½ inch port.

Example: Area/zone greatest system demand 995 gpm + interior hose demand 500 gpm = 1,495 gpm divided by 250 gpm = 5.98 requires a fire department connection head with six 2 ½ inch ports.

6. Freestanding fire department connection piping and fire line pipe system sizing recommendations unless otherwise *approved* by the *fire code official*.

Clappered Siamese FDC head for up to 500 gpm, minimum 4-inch piping.

Clappered Triamese FDC head for up to 750 gpm, 4- or 6-inch piping as design calculated.

Clappered 4- or 6-way FDC head for flows greater than 750 gpm as hydraulically calculated, minimum 6- or 8-inch piping as design calculated.

Clappered 8-way FDC head for flows greater than 1,500 gpm as hydraulically calculated, minimum 8 inch or larger piping as design calculated.

(184) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **912.2** to read as follows:

912.2 Locations. With respect to fire hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. Distance from a fire hydrant to fire department connection shall be within 100 feet (30 480 mm). No fire department connection shall be located on an exterior wall; fire department connections shall not be placed closer than the height of the exterior wall, unless *approved* by the *fire code official*. The fire department connection shall be located not less than 29 inches and not more than 39 inches above finish grade. The location of fire department connections shall be *approved* by the fire code official.

(185) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **912.4** to read as follows:

912.4 Access. Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to fire department connections shall be *approved* by the fire code official. The fire code official shall have the authority to require an increase in the minimum access widths where they are inadequate for fire operations.

Exception: Fences, where provided with a minimum 48-inch (1220 mm) access gate equipped with a sign complying with the legend requirement of Section 912.5 with letters not less than 2 inches (51 mm) high and a means of emergency operation shall be *approved* by the fire code official and maintained operational at all times.

(186) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **912.4.1** to read as follows:

912.4.1 Locking fire department connection caps. On new and existing buildings, the *fire code official* is authorized to require locking caps on fire department connections for water-based *fire protection systems* where the responding fire department carries appropriate key wrenches for removal. The *fire code official* will require all fire department connections to be equipped with locking caps with swivel guards. The type and brand shall be of one the fire department currently has a master key for.

(187) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **912.4.3** to read as follows:

912.4.3 Physical protection. Where fire department connections are subject to impact by a motor vehicle, vehicle impact protection shall be provided in accordance with Section 312. Fire department connections shall be no closer than 1 foot (304.8 mm), and no farther than of 15 feet (4572 mm), from the back of the

curb of a fire apparatus access road. Fire department connections closer than 2 feet (610 mm) from the back of the curb or where no curbs are present shall be provided with vehicle impact protection in accordance with Section 312.

(188) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **912.5** to read as follows:

912.5 Signs. A metal identification plate with raised letters not less than 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such metal identification plates shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable.

The fire department connection shall be identified by a metal sign installed on a pole behind and extending above the fire department connection where identifying a freestanding fire department connection or by a metal sign above the fire department connection where identifying a wall mounted fire department connection. The wording on the sign shall be sized to be visible and readable from the street or fire apparatus access road the sign faces and at a minimum with the letters “FDC” not less than six (6) inches high and mounted no lower than seven (7) feet from grade to the bottom edge of the sign.

Where the fire department connection does not serve the entire building, or where more than one fire department connection is provided, or where a fire department connection supplies more than the sprinkler system riser, a sign shall be provided indicating the portions of the building served, the zones or areas served, and any hose connections present.

(189) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **912.6** to read as follows:

912.6 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems and fire pumps shall be protected against backflow as required by the *International Plumbing Code* and as follows:

Connections to the potable water distribution system for Fire Sprinkler Systems, Standpipe Systems, and Fire Pumps. Potable water distribution systems supplying standpipes, automatic sprinkler systems, and fire pumps shall be protected from backpressure and backsiphonage by one of the following testable devices:

1. Double check valve backflow prevention assembly (DC)
2. Double check detector fire protection backflow prevention assembly
3. Reduced pressure principal backflow prevention assembly (RP)
4. Reduced pressure detector fire protection backflow prevention assembly

Fire Department Connections. Where fire protection systems are supplied from a nonpotable water source that is capable of being used by the fire department as a secondary water supply, such as a fire department connection the potable water supply shall be protected by one of the following:

1. Reduced pressure principal backflow prevention assembly (RP)
2. Reduced pressure detector fire protection backflow prevention assembly

Nonpotable water sources include fire department vehicles carrying water of questionable quality or water that is treated with antifreeze, corrosion inhibitors, or extinguishing agents. Fire apparatus carry tanks full of contaminated nonpotable water and it can be pumped into the sprinkler system

through the FDC's at greater pressures (as much as 3 times) than the municipal water system. This is why reduced pressure principal backflow prevention assembly are required.

Hydraulic Design. Where a backflow device is installed to protect the potable water supply from a fire protection system, the hydraulic design of the system shall account for the pressure drop through the backflow device. Where such devices are retrofitted for an existing fire protection system, the hydraulics of the sprinkler system design shall be checked to verify that there will be sufficient water pressure available for satisfactory operation of the fire sprinklers.

(190) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **912.7** to read as follows:

912.7 Installation testing and maintenance. Fire department connections shall be periodically inspected tested and maintained in accordance with NFPA 25. Records of inspection, testing and maintenance shall be maintained. Upon completion of the installation, all components shall be tested in accordance with NFPA requirements. When required acceptance tests shall be performed as contained in the installation standards and as *approved* by the *fire code official*. The *fire code official* shall be notified before any required acceptance testing. Acceptance testing is performed by an *approved* 3rd party tester. The *fire code official* may perform inspections to ensure proper installation and operation of fire department connecting and underground fire lines or allow *approved* 3rd party inspectors to perform inspections of fire department connecting and underground fire lines. After initial installation and/or alteration the following original copies of end of job documentation shall be provided to the permit office:

1. Contractor's Material and Test Certificate for Underground Piping (State's form and Cibolo's form),
2. Letter of Compliant Installation,
3. Backflow Test Report (where applicable), and
4. As-builts (if applicable).

(191) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **913.1** to read as follows:

913.1 General. Where provided, fire pumps shall be installed in accordance with this section and NFPA 20. The sizing of fire pumps shall include all factors including but not limited to, fire pumps supplying interior fire sprinkler systems only to include hose allowance, fire pumps supplying more than interior fire sprinkler systems where any of the following could be supplied by the fire pump, interior fire sprinkler systems to include hose allowances (inside and outside), on-site fire hydrants, fire apparatus connecting to on-site fire hydrants, additional fire protection systems, and any additional fire-flow gpm as specified by the *fire code official*. The total demand from all factors shall be added to determine the needed size of the fire pump.

(192) CHAPTER 9 FIRE PROTECTION SYSTEMS AND LIFE SAFETY SYSTEMS is hereby amended by amending **914.1** to read as follows:

914.1 General. This section shall specify where fire protection systems are required based on the detailed requirements of use and occupancy of the *International Building Code* except where stricture amendments have been written into *adopted codes*.

(193) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1003** to add **[BE] 1003.8** and read as follows:

[BE] 1003.8 Special Provisions. Rooms in E occupancies used for kindergarten or daycare, having any children five years of age or less, classified as an E occupancy shall not be located above or below the first story.

Exceptions:

1. Basements or stories having floor levels located within four feet, measured vertically, from adjacent ground level at the *level of exit discharge*, provided the basement or story has exterior *exit doors* at that level.
2. In buildings equipped with an automatic sprinkler system throughout, rooms used for kindergarten or for daycare purposes may be located on the second story, provided there are at least two exterior *exit access stairways* or *ramps* for the exclusive use of such occupancies.

(194) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1008.3.2** to read as follows:

[BE] 1008.3.2 Buildings. In the event of power supply failure, in buildings that require two or more *exits* or *access to exits*, an emergency electrical system shall automatically illuminate all of the following areas:

1. Interior *exit access stairways* and *ramps*.
2. Interior and exterior *exit stairways* and *ramps*.
3. *Exit passageways*.
4. Vestibules and areas on the *level of discharge* used for *exit discharge* in accordance with Section 1028.2.
5. Exterior landings as required by Section 1010.1.5 for exit doorways that lead directly to the *exit discharge*.
6. Group E occupancies shall have emergency egress lighting in interior *exit access* and *exit stairways* and *ramps*, *corridors*, windowless areas with student occupancy, classrooms, shops, and laboratories. All classrooms with windows shall have emergency egress lighting installed, at minimum, inside at the egress doors to the space.

(195) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1009.1** to read as follows:

[BE] 1009.1 Accessible means of egress required. All new buildings or portions of buildings must comply with the accessibility standards adopted by the State of Texas. *Accessible means of egress* shall comply with this section. Accessible spaces shall be provided with not less than one *accessible means of egress*. Where more than one *means of egress* is required by Section 1006.2 or 1006.3 from any accessible space, each accessible portion of the space shall be served by not less than two *accessible means of egress*.

Exceptions:

1. One *accessible means of egress* is required from an accessible *mezzanine* level in accordance with Section 1009.3, 1009.4 or 1009.5.
2. In assembly areas with ramped *aisles* or stepped *aisles*, one *accessible means of egress* is permitted where the common path of travel is accessible and meets the requirements in Section 1030.8.

(196) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1010.1.** to read as follows:

[BE] 1010.1.2 Egress door types. Egress doors shall be of the side-hinged swinging door, pivoted door or balanced door types.

Exceptions:

1. Private garages other than attached residential garages, and storage areas with an
occupant load of 5 or less.
2. Group I-3 occupancies used as a place of detention.
3. Critical or intensive care patient rooms within suites of health care facilities.
4. In other than Group H occupancies, revolving doors complying with Section 1010.3.1.
5. In other than Group H occupancies, special purpose horizontal sliding, accordion or folding door assemblies complying with Section 1010.3.3.
6. Power-operated doors in accordance with Section 1010.3.2.
7. Doors serving a bathroom within an individual *sleeping unit* in Group R-1.
8. In other than Group H occupancies, manually operated horizontal sliding doors are permitted in a *means of egress* from spaces with an *occupant load* of 10 or less.

(197) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1011.12.2** to read as follows:

[BE] 1011.12 Stairway to roof. In buildings four or more stories above *grade plane*, one *stairway* shall extend to the roof surface, unless the roof has a slope steeper than 4 units vertical in 12 units horizontal (33-percent slope). In buildings of any height where roof access is provided access shall be in accordance with Section 1011.12.2.

Exception: Other than where required by Section 1011.12.1, in buildings without an occupied roof, access to the roof from the top story shall be permitted to be by an *alternating tread device*, a ship's ladder or a permanent ladder.

(198) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1011.12.2** to read as follows:

[BE] 1011.12.2 Roof access. Where a stairway is provided to a roof of any story, access to the roof shall be provided through a penthouse complying with Section 1510.2 of the *International Building Code*.

Exception: In buildings of any story without an occupied roof, access to the roof shall be permitted to be a roof hatch or trap door not less than 16 square feet (1.5 m²) in area and having a minimum dimension of 32 inches (813 mm).

(199) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1013.3** to read as follows:

[BE] 1013.3 Illumination. Exit signs shall be internally or externally illuminated. Where rooms are equipped with automatic light switches or lighting is remotely controlled *photoluminescent* exit signs are not permitted for use.

Exception: Tactile signs required by Section 1013.4 need not be provided with illumination.

(200) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1013.5** to read as follows:

[BE] 1013.5 Internally illuminated exist signs. Electrically powered, *self-luminous* and *photoluminescent* exit signs shall be *listed* and labeled in accordance with UL 924 and shall be installed in accordance with

manufacturer's instructions and Section 1203. Exit signs shall be illuminated at all times. Where rooms are equipped with automatic light switches or lighting is remotely controlled *photoluminescent* exit signs are not permitted for use.

(201) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1013.6.3** to amend a misprint to the Edition printing to read as follows:

1013.6.3 Power source. Exit signs shall be illuminated at all times. To ensure continued illumination for a duration of not less than 90 minutes in case of primary power loss, the sign illumination means shall be connected to an emergency power system provided from storage batteries, unit equipment or an on-site generator. The installation of the emergency power system shall be in accordance with Section 1203. Group I-2, Condition 2 exit sign illumination shall not be provided by unit equipment batteries only.

Exception: *Approved* exit sign illumination types that provide continuous illumination independent of external power sources for a duration of not less than 90 minutes, in case of primary power loss, are not required to be connected to an emergency electrical system.

(202) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **[BE] 1025.5** to read as follows:

[BE] 1025.5 Illumination. When *approved* for installation by the *fire code official* and where *photoluminescent* exit path markings are installed, they shall be provided with not less than 1 footcandle (11 lux) of illumination for not less than 60 minutes prior to periods when the building is occupied and continuously during the building occupancy. Where rooms are equipped with automatic light switches or lighting is remotely controlled *photoluminescent* exit path markings are not permitted for use.

(203) CHAPTER 10 MEANS OF EGRESS is hereby amended by amending **1032.2.2** to amend a misprint to the Edition printing to read as follows:

1032.2.2 Locking arrangements in educational occupancies. In Group E occupancies, Group B educational occupancies and Group I-4 occupancies, egress doors with locking arrangements designed to keep intruders from entering the room shall comply with Section 1010.2.8.

(204) CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS is hereby amended by amending Table 1103.1 to amend a misprinted table to read as follows:

TABLE 1103.1 OCCUPANCY AND USE REQUIREMENTS^a

Section	Use			Occupancy Classification																			
	High-rise	Atrium or covered mall	Under-ground building	A	B	E	F	H-1	H-2	H-3	H-4	H-5	I-1	I-2	I-3	I-4	M	R-1	R-2	R-3	R-4	S	
I103.2	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
I103.3	R	—	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
I103.4.1	R	—	R	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—	—	—	—	—	—
I103.4.2	R	—	R	R	R	R	R	R	R	R	R	R	R	—	—	R	R	R	R	R	R	R	R
I103.4.3	R	—	R	R	R	R	R	R	R	R	R	R	R	—	—	R	R	R	R	R	R	R	R
I103.4.4	—	R	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
I103.4.5	—	—	—	—	R	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—
I103.4.6	—	—	—	R	—	R	R	R	R	R	R	R	R	R	R	R	—	R	R	R	R	R	R
I103.4.7	—	—	—	R	—	R	R	R	R	R	R	R	R	R	R	—	R	R	R	R	R	R	R
I103.4.8	R	—	R	R	R	R	R	R	R	R	R	R	R	—	—	R	R	R	R	R	R	R	R
I103.4.9	R	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—	—	—	—
I103.5.1	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—	—	—	—
I103.5.2 ^b	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—	—	—	—
I103.5.3	—	—	—	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
I103.6.1	R	—	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
I103.6.2	R	—	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
I103.7.1	—	—	—	—	—	R	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
I103.7.2	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—	—	—	—	—
I103.7.3	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—	—	—	—
I103.7.4	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—	—
I103.7.5	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—
I103.7.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—
I103.7.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—
I103.8	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	R	R	R	R	—	—
I103.9	R	—	—	—	—	—	—	—	—	—	—	—	R	R	—	R	—	R	R	R	R	R	—
I104	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
I105	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—	—	—	—
I106	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—	—	—	—	—

- a. Existing buildings shall comply with the sections identified as “Required” (R) based on occupancy classification or use, or both, whichever is applicable.
- b. Only applies to Group I-2 Condition 2 as established by the adopting ordinance. R = The building is required to comply.

(205) CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS is hereby amended by amending 1103.5 to amend a misprint to the Edition printing to read as follows:

1103.5 Sprinkler systems. An *automatic sprinkler system* shall be provided in existing buildings in accordance with Sections 1103.5.1 through 1103.5.3.

(206) CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS is hereby amended by amending **1103.5.3** to add a completion date for installation as follows:

1103.5.3 Group I-2, Condition 2. In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1. The *automatic sprinkler system* shall be installed as established by the adopting ordinance. The date by which the *automatic sprinkler system* shall be installed is 31 December 2024.

(207) CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS is hereby amended by amending **1103.5.4** to amend a misprint to the Edition printing to read as follows:

1103.5.4 High-rise buildings. Where Appendix M has not been adopted, existing high-rise buildings that do not have a previously *approved* fire sprinkler system shall be equipped with an *automatic sprinkler system* in accordance with Section 903.3.1.1 where any of the following conditions apply:

1. The high-rise building has an occupied floor located more than 120 feet (36 576 mm) above the lowest level of fire department vehicle access.
2. The high-rise building has occupied floors located more than 75 feet (22 860 mm) and not more than 120 feet (36 576 mm) above the lowest level of fire department vehicle access, and the building does not have at least two *interior exit stairways* complying with Section 1104.10 that are separated from the building interior by fire assemblies having a *fire-resistance rating* of not less than 2 hours with opening protection in accordance with Table 716.1(2) of the *International Building Code*.
3. The high-rise building has occupied floors located more than 75 feet (22 860 mm) and not more than 120 feet (36 576 mm) above the lowest level of fire department vehicle access, and the building does not have a fire alarm system that includes smoke detection in mechanical equipment, electrical, transformer, telephone equipment and similar rooms; *corridors*; elevator lobbies; and at doors penetrating *interior exit stairway* enclosures.

Building *owners* shall file a compliance schedule with the *fire code official* not later than 365 days after receipt of a written notice. The compliance schedule shall not exceed 12 years for completion of the *automatic sprinkler system* retrofit.

(208) CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS is hereby amended by amending **1104.6.1** to amend a misprint to the Edition printing to read as follows:

1104.6.1 Height of guards. Guards shall form a protective barrier not less than 42 inches (1067 mm) high.
Exceptions:

1. Existing guards on the open side of exit access and exit *stairways* and ramps shall be not less than 30 inches (760 mm) high.
2. Existing *guards* within *dwelling units* shall be not less than 36 inches (910 mm) high.
3. Existing *guards* in assembly seating areas.

(209) CHAPTER 11 CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS is hereby amended by amending **Table 1104.18** to amend a misprint to the Edition printing to read as follows:

**TABLE 1104.18
COMMON PATH, DEAD-END AND TRAVEL DISTANCE LIMITS (by occupancy)**

OCCUPANCY	COMMON PATH OF EGRESS TRAVEL LIMIT		DEAD-END LIMIT		EGRESS ACCESS TRAVEL DISTANCE LIMIT	
	Unsprinklered (feet)	Sprinklered (feet)	Unsprinklered (feet)	Sprinklered (feet) ^j	Unsprinklered (feet)	Sprinklered (feet)
Group A	75	20/75 ⁱ	20 ^a	20 ^a	200	250 ^j
Group B ^h	75 ^g	100 ^j	50	50	200	300 ^j
Group E	75	75 ^j	20	50	200	250 ^j
Group F-1, S-1	75 ^g	100 ^j	50	50	200 ^c	250 ^{c, h, j}
Group F-2, S-2	75 ^g	100 ^j	50	50	300	400 ^j
Group H-1	25	25 ^l	0	0	75	75 ^{j, l}
Group H-2	50	100 ^j	0	0	75	100 ^{j, l}
Group H-3	50	100 ^j	20	20	100	150 ^{j, l}
Group H-4	75	75 ^l	20	20	150	175 ^{j, l}
Group H-5	75	75 ^l	20	50	150	200 ^{j, l}
Group I-1	75	75 ^j	20	50	200	250 ^j
Group I-2	Notes ^{d, e, f}	Notes ^{d, e, f, j}	Note ^e	Note ^e	150	200 ^{b, j}
Group I-3	100	100 ^j	NR	NR	150 ^b	200 ^{b, j}
Group I-4	NR	NR	20	20	200	250 ^j
Group M	75	100 ^j	50	50	200	250 ^{i, j}
Group R-1	75	75 ^{j, k}	50	50	200	250 ^{j, k}
Group R-2	75	125 ^{j, k}	50	50	200	250 ^{j, k}
Group R-3	NR	NR	NR	NR	NR	NR
Group R-4	NR	NR	NR	NR	NR	NR
Group U	75 ^g	100 ^j	20	50	300	400 ^j

NR = No Requirements.

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m².

- a. See Section 1030.9.5 for dead-end aisles in Group A occupancies.
- b. This dimension is for the total travel distance, assuming incremental portions have fully utilized their allowable maximums. For travel distance within the room, and from the room exit access door to the exit, see the appropriate occupancy chapter.
- c. See Section 412 of the *International Building Code* for special requirements on spacing of doors in aircraft hangars.
- d. Separation of exit access doors within a care recipient sleeping room, or any suite that includes care recipient sleeping rooms, shall comply with Section 1105.6.7.
- e. In smoke compartments containing care recipient sleeping rooms and treatment rooms, dead-end corridors shall comply with Section 1105.6.6.
- f. In Group I-2, Condition 2, care recipient sleeping rooms or any suite that includes care recipient sleeping rooms shall comply with Section 1105.7.
- g. Where a tenant space in Group B, S and U occupancies has an occupant load of not more than 30, the length of a common path of egress travel shall be not more than 100 feet.
- h. Where the building, or portion of the building, is limited to one story and the height from the finished floor to the bottom of the ceiling or roof slab or deck is 24 feet or more, the exit access travel distance is increased to 400 feet.
- i. For covered and open malls, the exit access travel distance is increased to 400 feet.
- j. Buildings equipped with an approved automatic sprinkler system in accordance with Section 903.3.1.1.
- k. Buildings equipped with an approved automatic sprinkler system in accordance with Section 903.3.1.2.
- l. Group H occupancies equipped with an approved automatic sprinkler system in accordance with Section 903.2.5.

(210) CHAPTER 12 ENERGY SYSTEMS is hereby amended by amending **1204.6** to amend a misprint to the Edition printing to read as follows:

1204.6 Cords and wiring. Extension cords and temporary wiring used to connect portable generators shall be in accordance with Section 603 and shall be provided with GFCI protection.

(211) CHAPTER 12 ENERGY SYSTEMS is hereby amended by amending **1205.5.1** to amend a misprint to the Edition printing to read as follows:

1205.5.1 Vegetation control. A clear, brush-free area of 10 feet (3048 mm) shall be required around the perimeter of ground-mounted photovoltaic arrays. A maintained vegetative surface or a non-combustible base, approved by the *fire code official*, shall be installed and maintained under the photovoltaic arrays and associated electrical equipment installations.

(212) CHAPTER 12 ENERGY SYSTEMS is hereby amended by amending **1207.1.4** to amend a misprint to the Edition printing to read as follows:

1207.1.4 Hazard mitigation analysis. A failure modes and effects analysis (FMEA) or other approved hazard mitigation analysis shall be provided in accordance with Section 104.8.2 under any of the following conditions:

1. Where ESS technologies not specifically identified in Table 1207.1.1 are provided.
2. More than one ESS technology is provided in a room or enclosed area where there is a potential for adverse interaction between technologies.
3. Where allowed as a basis for increasing maximum allowable quantities. See Section 1207.5.2.

(213) CHAPTER 12 ENERGY SYSTEMS is hereby amended by amending **1207.1.5** to amend a misprint to the Edition printing to read as follows:

1207.1.5 Large-scale fire test. Where required elsewhere in Section 1207, large-scale fire testing shall be conducted on a representative ESS in accordance with UL 9540A. The testing shall be conducted or witnessed and reported by an *approved* testing laboratory and show that a fire involving one ESS will not propagate to an adjacent ESS, and where installed within buildings, enclosed areas and walk-in units will be contained within the room, enclosed area or walk-in unit for a duration equal to the *fire-resistance rating* of the room separation specified in Section 1207.7.4. The test report shall be provided to the *fire code official* for review and approval in accordance with Section 104.8.2.

(214) CHAPTER 12 ENERGY SYSTEMS is hereby amended by amending **1207.5.1** to amend a misprint to the Edition printing to read as follows:

1207.5.1 Size and separation. Electrochemical ESS shall be segregated into groups not exceeding 50 kWh (180 megajoules). Each group shall be separated a minimum of 3 feet (914 mm) from other groups and from walls in the storage room or area. The storage arrangements shall comply with Chapter 10.

Exceptions:

1. Lead-acid and nickel-cadmium battery systems in facilities under the exclusive control of communications utilities and operating at less than 50 VAC and 60 VDC in accordance with NFPA 76.
2. The *fire code official* is authorized to approve larger capacities or smaller separation distances based on large-scale fire testing complying with Section 1207.1.5.

(215) CHAPTER 12 ENERGY SYSTEMS is hereby amended by amending **1207.6.3** to amend a misprint to the Edition printing to read as follows:

1207.6.3 Explosion control. Where required by Table 1207.6 or elsewhere in this code, explosion control complying with Section 911 shall be provided for rooms, areas or walk-in units containing electrochemical ESS technologies.

Exceptions:

1. Where *approved*, explosion control is permitted to be waived by the *fire code official* based on large-scale fire testing complying with Section 1207.1.5 that demonstrates that flammable gases are not liberated from electrochemical ESS cells or modules where tested in accordance with UL 9540A.
2. Where *approved*, explosion control is permitted to be waived by the *fire code official* based on documentation provided in accordance with Section 104.8 that demonstrates that the electrochemical ESS technology to be used does not have the potential to release flammable gas concentrations in excess of 25 percent of the LFL anywhere in the room, area, walk-in unit or structure under thermal runaway or other fault conditions.

(216) CHAPTER 12 ENERGY SYSTEMS is hereby amended by amending **1207.7.2** to amend a misprint to the Edition printing to read as follows:

1207.7.2 Nondedicated-use buildings. For the purpose of Table 1207.7, nondedicated-use buildings include all buildings that contain ESS and do not comply with Section 1207.7.1 dedicated-use building requirements.

(217) CHAPTER 12 ENERGY SYSTEMS is hereby amended by amending **1207.11.6** to amend a misprint to the Edition printing to read as follows:

1207.11.6 Fire detection. Rooms and areas within *dwelling units, sleeping units* and attached garages in which ESS are installed shall be protected by smoke alarms in accordance with Section 907.2.11. A *heat detector listed* and interconnected to the smoke alarms shall be installed in locations within *dwelling units, sleeping units* and attached garages where smoke alarms cannot be installed based on their listing.

(218) CHAPTER 23 MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES is hereby amended by amending **2304.1** to read as follows:

2304.1 Supervision of dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2304.3, and as required by the Texas Commission on Environmental Quality (TCEQ) for certified operator.

The fueling-station operator shall establish procedures to follow in the event of a fuel spill. The fire department shall be notified of any fuel spill which is considered a hazard to people or property or which meets one or more of the following criteria:

1. Any dimension of the spill is greater than 5 feet (1524 mm).
2. The fuel flow is continuous in nature.

An investigation shall be conducted by the fueling-station operator of all spills requiring notification of the fire department. The investigation shall provide conclusive proof of the cause and verification of the appropriate use of emergency procedures. Where it is determined that corrective measures are necessary to prevent future incidents of the same nature, they shall be implemented immediately.

(219) CHAPTER 23 MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES is hereby amended by amending **2306.2** to read as follows:

2306.2 Method of storage. *Approved* methods of storage for Class I, II and III liquid fuels at motor fuel-dispensing facilities, permanent on-site, and temporary fuel storage tanks shall be in accordance with Sections 2306.2.1 through 2306.2.7.

(220) CHAPTER 23 MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES is hereby amended by amending **2306.2.5** to read as follows:

2306.2.5 Portable tanks. Where approved by the *fire code official*, portable tanks are allowed to be temporarily used in conjunction with the dispensing of Class I, II or III liquids into the fuel tanks of motor vehicles or motorized equipment on premises not normally accessible to the public. The approval shall include a definite time limit. Permits shall have a 180-day expiration.

(221) CHAPTER 23 MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES is hereby amended by amending **2306.2** to add **2306.2.7** to read as follows:

2306.2.7 Above-ground tanks change of system contents. It shall be a violation of this code to dispense or transfer Class I, II, or IIIA fuel into an above-ground fuel storage tank to be stored or dispensed for use unless the tank is *listed* and *labeled* for the fuel product. Above-ground fuel storage tanks and dispensing equipment subject to change in contents shall be subject to *fire code official* review and approval prior to commencing storage and/or dispensing operations.

(222) CHAPTER 23 MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES is hereby amended by amending **2307.7.3** to read as follows:

2306.7.3 Mounting of dispensers. Dispensing devices, except those installed on top of a protected above-ground tank that qualifies as vehicle-impact resistant, shall be protected against physical damage by mounting on a concrete island 6 inches (152 mm) or more in height, or shall be protected in accordance with Section 312. Dispensing devices shall be installed and securely fastened to their mounting surface in accordance with the dispenser manufacturer's instructions. Dispensing devices installed indoors shall be located in an approved position where they cannot be struck by an out-of-control vehicle descending a ramp or other slope. (See Figure 2306.7.3)

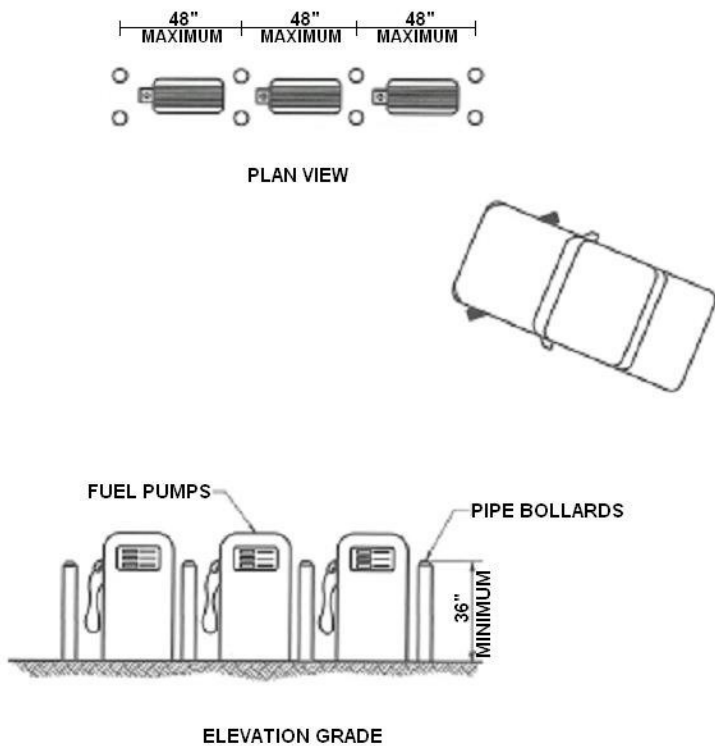
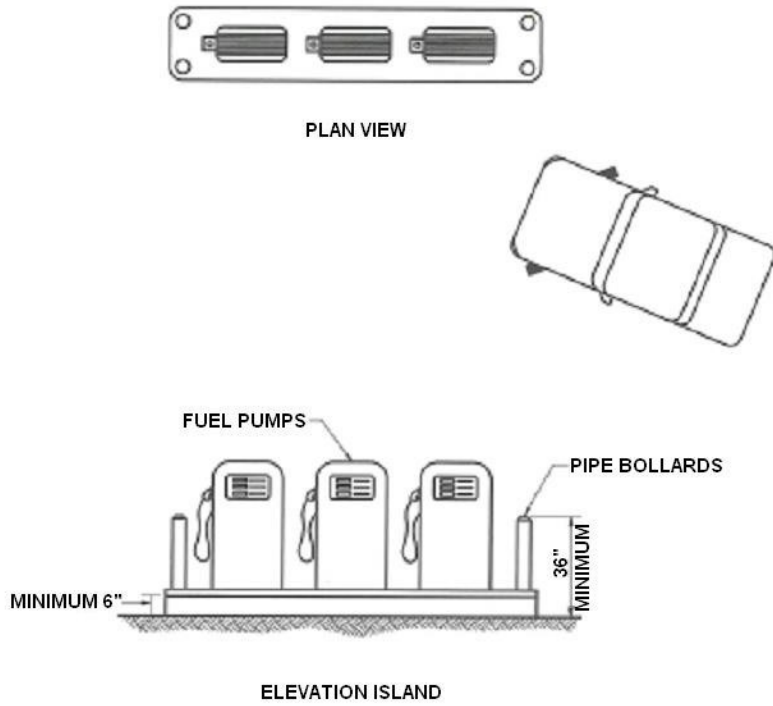


FIGURE 2306.7.3
Dispenser Protection Against Physical Damage

(223) CHAPTER 24 FLAMMABLE FINISHES is hereby amended by amending **2401.2** to read as follows:

2401.2 Nonapplicability. This chapter shall not apply to spray finishing that does not utilize flammable or combustible liquids. Liquids with no flashpoint and/or in a water-miscible solution or dispersion with a water and inert (noncombustible) solids content of more than 80 percent by weight.

(224) CHAPTER 24 FLAMMABLE FINISHES is hereby amended by amending **2404.3** to amend a misprint to the Edition printing to read as follows:

2404.3 Design and construction. Design and construction of spray rooms, spray booths and spray spaces shall be in accordance with Sections 2404.3.1 through 2404.3.4.1.

(225) CHAPTER 28 LUMBER YARDS AND AGRO-INDUSTRIAL, SOLID BIOMASS AND WOODWORKING FACILITIES is hereby amended by amending **2807.2** to read as follows:

2807.2 Size of piles. Piles shall not exceed 15 feet (4572 mm) in height, 25 feet (7620 mm) in width and 50 feet (15 240 mm) in length. Piles shall be separated from adjacent piles or other exposures by *approved* fire apparatus access roads.

Exception: The *fire code official* is authorized to allow the pile size to be increased when additional fire protection is provided in accordance with Chapter 9. The increase shall be based on the capabilities of the system installed.

(226) CHAPTER 28 LUMBER YARDS AND AGRO-INDUSTRIAL, SOLID BIOMASS AND WOODWORKING FACILITIES is hereby amended by amending **2808.3** to read as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet (4572 mm) in height, 25 feet (7620 mm) in width and 50 feet (15 240 mm) in length. Stackable products shall not be stacked in excess of 15 feet (4572 mm) in height, 25 feet (7620 mm) in width and 50 feet (15 240 mm) in length.

(227) CHAPTER 28 LUMBER YARDS AND AGRO-INDUSTRIAL, SOLID BIOMASS AND WOODWORKING FACILITIES is hereby amended by amending **2808.3.1** to read as follows:

2808.3.1 Increase in pile or stack size. The *fire code official* is authorized to allow the piles or stackable products to be increased beyond the dimensions in Section 2808.3 provided that a written fire protection plan is *approved* by the *fire code official*. The fire protection plan shall include, but not be limited to, the following:

1. Contact information for after-hours response by facility personnel.
2. Storage yard areas and material-handling equipment selection, pile design and arrangement shall be based on sound safety, fire prevention, and fire protection principles.
3. *Approved* fire apparatus access roads around the piles or stacks and access roads to the top of piles, if applicable, shall be established, identified and maintained.
4. The potential for spontaneous heating shall be evaluated and provisions made to control the temperature of the piles. Methods for monitoring the internal temperature of the pile shall be provided.
5. Routine yard inspections shall be conducted by trained personnel.

6. A means for early fire detection and reporting to the public fire department shall be provided.
7. Facilities and equipment needed by the fire department for fire extinguishment shall be provided and maintained by the facility, business, company, agent, owner, and/or responsible persons, including a water supply in compliance with Section 507 and on-site heavy equipment necessary to move material.
8. A de-inventory plan shall be utilized to remove alternating piles or stacked products in a manner to increase the separation distances between the remaining piles or stacks.
9. The increased pile size shall be based on the capabilities of the installed fire protection systems and features including but not limited to water monitors, fire pumps, on-site hydrants, and similar.
10. An *approved* controlled burn area shall be provided on-site for smoldering or damaged product.
11. Any additional fire protection as deemed necessary by the fire code official.

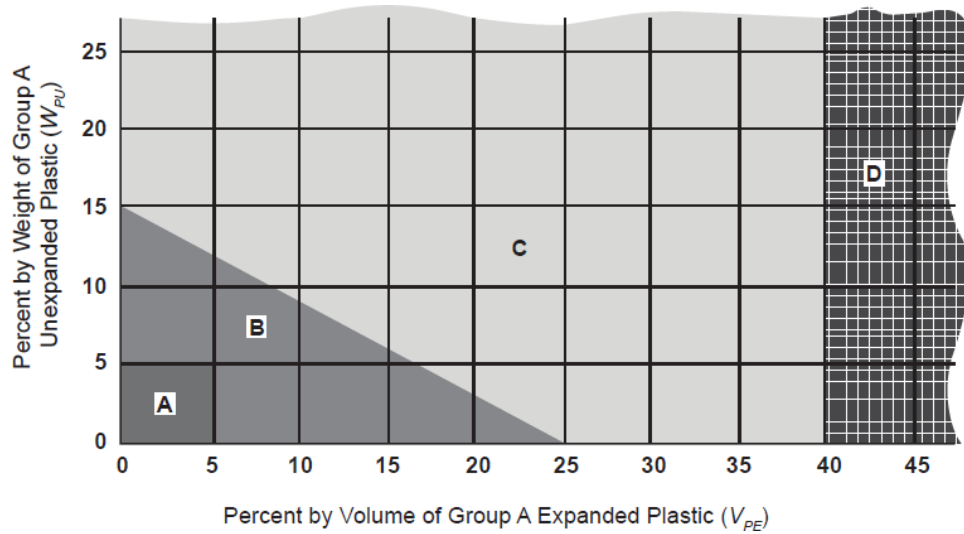
(228) CHAPTER 28 LUMBER YARDS AND AGRO-INDUSTRIAL, SOLID BIOMASS AND WOODWORKING FACILITIES is hereby amended by amending **2809.2** to read as follows:

2809.2 Size of piles. Exterior storage shall be arranged to form stable piles with a maximum height of 15 feet (4572 mm). Piles shall not exceed 18,750 cubic feet (531 m³) in volume.

(229) CHAPTER 31 TENTS, TEMPORARY SPECIAL EVENT STRUCTURES AND OTHER MEMBRANE STRUCTURES is hereby amended by amending **3103.10.2** to amend a misprint to the Edition printing to read as follows:

3103.10.2 Fabric envelope design and construction. Air-supported and air-inflated structures shall have the design and construction of the fabric envelope and the method of anchoring in accordance with ASI-77.

(230) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending **Figure 3203.9(1)** to amend a misprint to the Edition printing to read as follows:

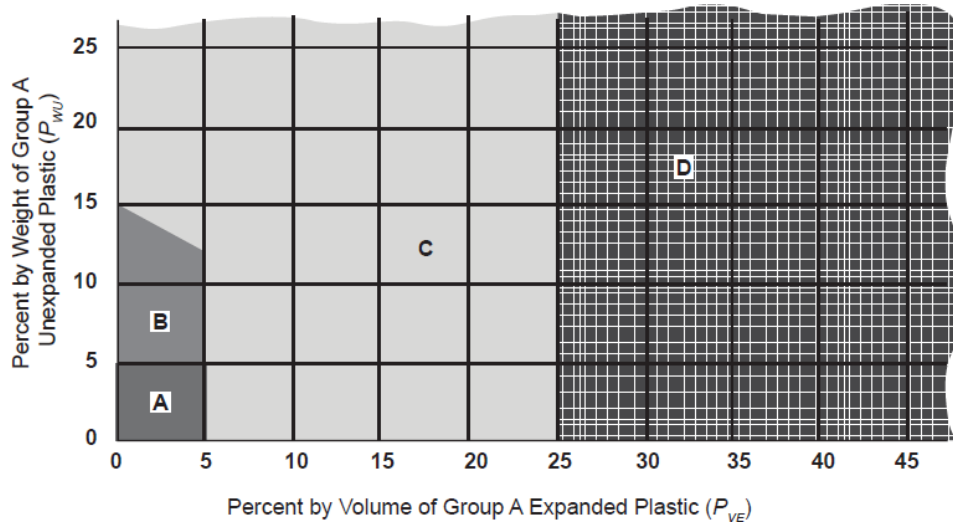


- A = Class I, II or III commodity
- B = Class IV commodity
- C = High-hazard commodity (Group A Unexpanded)
- D = High-hazard commodity (Group A Expanded)

FIGURE 3203.9(1)
EVALUATION OF CARTONED COMMODITIES CONTAINING GROUP A PLASTICS^{a, b}

- a. This figure is used to determine the commodity classification of a mixed commodity with Group A plastics in a package or crate.
- b. The following is an example of how to apply Figure 3203.9(1): A pallet load consists of a Class III commodity in cardboard boxes with components of unexpanded Group A plastic and packing material of expanded Group A plastic. Using Equation 32-1, the weight of unexpanded Group A plastic is 5 percent. Using Equation 32-2, the volume of expanded Group A plastic is 15 percent. This commodity is classified as a Class IV commodity. If the volume of the expanded Group A plastic is increased to 20 percent, the classification changes to a High-hazard (Group A unexpanded) commodity. Where the load is stored on a plastic pallet, the requirements in Section 3203.10 also apply.

(231) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending **Figure 3203.9(2)** to amend a misprint to the Edition printing to read as follows:



A = Class I, II or III commodity B = Class IV commodity
 C = High-hazard commodity (Group A Unexpanded) D = High-hazard commodity (Group A Expanded)

FIGURE 3203.9(2)
EVALUATION OF EXPOSED COMMODITIES CONTAINING GROUP A PLASTICS ^a
_b

- a. This figure is used to determine the commodity classification of a mixed commodity with Group A plastics where the products are exposed.
- b. The following is an example of how to apply Figure 3203.9(2): A pallet load consists of an exposed Class III commodity with components of unexpanded Group A plastic and packing material of expanded Group A plastic. Using Equation 32-1, the weight of unexpanded Group A plastic is 5 percent. Using Equation 32-2, the volume of expanded Group A plastic is 6 percent. This commodity is classified as a High-hazard (Group A unexpanded) commodity. Where the load is stored on a plastic pallet, the requirements in Section 3203.10 also apply.

(232) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending **3205.7** to read as follows:

3205.7 Designation of storage heights. Where required by the fire code official, a visual method of indicating the maximum allowable storage height shall be provided. The owner and/or tenant of premises subject to this section shall provide and maintain conspicuous markings on the walls and columns indicating the maximum permissible storage height.

(233) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending **Table 3206.2** to read as follows:

Table 3206.2

GENERAL FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS

COMMODITY CLASS	SIZE OF HIGH-PILED STORAGE AREA ^a (square feet) (see sections 3206.2 and 3206.3)	ALL STORAGE AREAS (see Sections 3206, 3207 and 3208) ^b				SOLID-PILED STORAGE, SHELF STORAGE AND PALLETIZED STORAGE (see Section 3207.3)		
		Automatic fire extinguishing system (see Section 3206.4)	Fire detection system (see Section 3206.5)	Fire department access doors (see Section 3206.7)	Smoke and heat removal (see Section 3206.8)	Maximum pile dimension ^c (feet)	Maximum permissible storage height ^d (feet)	Maximum pile volume (cubic feet)
I-IV	0-500	Not Required ^a	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
	501-2,500	Not Required ^a	Yes ^e	Yes	Not Required	120	40	100,000
	2,501-12,000 Open to the public	Yes	Not Required	Yes	Not Required	120	40	400,000
	2,501-12,000 Not open to the public (Option 1)	Yes	Not Required	Yes	Not Required	120	40	400,000
	2,501-12,000 Not open to the public (Option 2)	Yes	Yes	Yes	Yes ^{h,i}	120	30 ^e	200,000
	12,001-500,000	Yes	Not Required	Yes	Yes ^{h,i}	120	40	400,000
	Greater than 500,000 ^f	Yes	Not Required	Yes	Yes ^{h,i}	120	40	400,000
High hazard	1-500	Not Required ^a	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
	501-2,500 Open to the public	Yes	Not Required	Yes	Not Required	60	30	75,000
	501-2,500 Not open to the public (Option 1)	Yes	Not Required	Yes	Not Required	60	30	75,000
	501-2,500 Not open to the public (Option 2)	Yes	Yes ^e	Yes	Yes ^{h,i}	60	20	50,000
	2,501-300,000	Yes	Not Required	Yes	Yes ^{h,i}	60	30	75,000
	Greater than 300,000 ^f	Yes	Not Required	Yes	Yes ^{h,i}	60	30	75,000

For SI: 1 foot = 304.8 mm, 1 cubic foot = 0.02832 m³, 1 square foot = 0.0929 m².

- a. Where automatic sprinklers are required for reasons other than those in Chapter 32, the portion of the sprinkler system protecting the high-piled storage area shall be designed and installed in accordance with Sections 3207 and 3208.
- b. For aisles, see Section 3206.10.
- c. Piles shall be separated by aisles complying with Section 3206.10.
- d. For storage in excess of the height indicated, special fire protection shall be provided in accordance with Note f where required by the fire code official. See Chapters 51 and 57 for special limitations for aerosols and flammable and combustible liquids, respectively.
- e. For storage exceeding 30 feet in height, Option 1 shall be used.
- f. Special fire protection provisions including, but not limited to, fire protection of exposed steel columns; increased sprinkler density; additional in-rack sprinklers, without associated reductions in ceiling sprinkler density; or fire department hose connections shall be provided where required by the fire code official.
- g. Not required where an automatic fire-extinguishing system is designed and installed to protect the high-piled storage area in accordance with Sections 3207 and 3208.
- h. Not required where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (meters-seconds)² or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.
- i. Not required in frozen food warehouses used solely for storage of Class I and II commodities where protected by an approved automatic sprinkler system.

(234) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending 3206.7.4 to read as follows:

3206.7.4 Marking on fire department access doors. Fire department access doors shall be labeled on the interior and exterior side with the following sign or other *approved* sign:

FIRE DEPARTMENT ACCESS DOOR DO NOT BLOCK The lettering shall be in a contrasting color to the background (preferred red lettering on white background, and reflective. Letters shall have a minimum height of 2 inches (51 mm) with a minimum stroke of $\frac{3}{8}$ inch (10 mm).

(235) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending 3206.7.5 to read as follows:

3206.7.5 Number of doors required. The required fire department access doors shall be distributed such that the lineal distance between adjacent fire department access doors does not exceed 100 feet (30 480 mm) measured center to center.

Exception: The linear distance between adjacent access doors shall not exceed 100 feet (30 480 mm) in existing buildings where change in occupancy is not proposed.

(236) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending 3206.7.6 to read as follows:

3206.7.6 Door size and type. Fire department access doors shall be not less than 3 feet (914 mm) in width and 6 feet 8 inches (2032 mm) in height. Roll-up doors shall not be considered fire department access doors. Doors shall have handles and be openable from the outside.

(237) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending 3206.7.7 to read as follows:

3206.7.7 Locking devices. Locking devices on fire department access doors shall be *approved*, and when unlocked shall remain unlocked until reset.

(238) CHAPTER 32 HIGH-PILED COMBUSTIBLE STORAGE is hereby amended by amending 3206.9 to read as follows:

3206.9 Fire department hose connections. Where any portion of the storage area is greater than 150 feet (45 720 mm) away from a fire department access lane, or exit *passageways* are required by the *International Building Code* for egress, a Class I standpipe system shall be provided in accordance with Section 905.

(239) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending 3301 to add 3301.3 to read as follows:

3301.3 Address numbers. Buildings under construction shall have addressing posted at all times and shall be maintained until permanent addressing is installed. For single buildings and where there are multiple buildings in a complex or at a single property address, each building shall have building numbers or letters posted in a location that is plainly legible and visible from the nearest fire apparatus access road, and at the drive entry where required. At a minimum address numbers and/or letters shall be sized to be plainly legible from the fire apparatus access road and may be no less than six (6) inch (152 mm) where plainly from the fire apparatus access road.

(240) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3303.1** to amend a misprint to the Edition printing to read as follows:

3303.1 Program development and maintenance. The *owner* or *owner's* authorized agent shall be responsible for the development, implementation and maintenance an *approved*, written *site safety plan* establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, *alteration* or demolition work. The plan shall address the requirements of this chapter and other applicable portions of this code, the duties of staff and staff training requirements. The plan shall be submitted and approved before a building permit is issued. Any changes to the plan shall be submitted for approval.

3303.3.1 Violations. Failure to properly maintain the construction site as required by this section, or properly conduct, document and maintain documentation required by this section shall constitute an unlawful act in accordance with Section 112.1 and shall result in the issuance of a notice of violation to the site safety director in accordance with Section 112.3. Upon the third offense, the *fire code official* is authorized to issue a stop work order in accordance with Section 113, and work shall not resume until satisfactory assurances of future compliance have been presented to and *approved* by the *fire code official*.

(241) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3305.1** to read as follows:

3305.1 Smoking. Smoking shall be prohibited except in *approved* areas. Smoking areas shall be *approved* by the *fire code official*. Signs shall be posted in accordance with Section 310. No smoking signs shall be posted at or near building entries. In *approved* areas where smoking is permitted, *approved* ashtrays shall be provided in accordance with Section 310.

(242) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3305.2.1** to read as follows:

3305.2.1 Combustible waste material accumulation. Combustible debris, rubbish and waste material shall not be accumulated within buildings or on the construction site. The site safety director shall be responsible for ensuring combustible debris, rubbish and waste material is properly contained and/or collected from the site, and no combustible debris, rubbish and waste material is permitted to leave the site where it is deposited on neighboring property by wind or weather.

(243) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3305.2.2** to read as follows:

3305.2.2 Combustible waste material removal. Combustible debris, rubbish and waste material shall be removed from buildings at the end of each shift of work and properly deposited in *approved* containers until removal to an authorized disposal site.

(244) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3305.2.3** to read as follows:

3305.2.3 Rubbish containers. Where rubbish containers with a capacity exceeding 5.33 cubic feet (40 gallons) (0.15 m³) or larger are used for temporary storage of combustible debris, rubbish and waste

material, they shall have tightfitting or self-closing lids. Such rubbish containers shall be constructed entirely of materials that comply with either of the following:

1. Noncombustible materials.
2. Materials that meet a peak rate of heat release not exceeding 300 kW/m² when tested in accordance with ASTM E1354 at an incident heat flux of 50 kW/m² in the horizontal orientation.

Combustible debris, rubbish and waste material, shall not be permitted to be left on the ground outside of *approved* containers. Containers shall be frequently emptied to prevent overflow conditions.

(245) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3305.3** to read as follows:

3305.3 Burning of combustible debris, rubbish and waste. Combustible debris, rubbish and waste material shall not be disposed of by burning on the site.

(246) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3305.4** to read as follows:

3305.4 Open burning. *Open burning* shall not be permitted.

(247) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3305.8** to read as follows:

3305.8 Cooking. Cooking shall be prohibited except in *approved* designated cooking areas separated from combustible materials by a minimum of 10 feet (3048 mm). Areas designated for cooking shall be *approved* by the *fire code official*. Signs with a minimum letter height of 3 inches (76 mm) and a minimum brush stroke of ½ inch (13 mm) shall be posted in conspicuous locations in designated cooking areas and state:

DESIGNATED COOKING AREA COOKING OUTSIDE OF A DESIGNATED COOKING AREA IS PROHIBITED

(248) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3313.1** to read as follows:

3313.1 When required. An *approved* water supply for fire protection, being a permanent water supply, shall be made available as soon as combustible building materials arrive on the site, on commencement of vertical combustible construction and on installation of a standpipe system in buildings under construction, in accordance with Sections 3313.2 through 3313.5.

Exception: The *fire code official* is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

(249) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3313.2** to read as follows:

3313.2 Combustible building materials. When combustible building materials of the building under construction are delivered to a site, a minimum fire flow of 1,500 gallons per minute (5678 L/m) shall be provided. The fire hydrant used to provide this fire-flow supply shall be within 400

feet (122 m) of the combustible building materials, as measured along an *approved* fire apparatus access lane. Where the site configuration is such that one fire hydrant cannot be located within 400 feet (122 m) of all combustible building materials, additional fire hydrants shall be required to provide coverage in accordance with this section.

(250) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3313.3** to read as follows:

3313.3 Vertical construction of Types II, III, IV and V construction. Prior to commencement of vertical construction of Type II, III, IV or V buildings that utilize any combustible building materials, the fire flow required by Sections 3313.3.1 through 3313.3.3 shall be provided, accompanied by fire hydrants in sufficient quantity to deliver the required fire flow and proper coverage, and accessible from *approved* fire apparatus access roads.

(251) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending 3313.3.1 to read as follows:

3313.3.1 Fire separation up to 30 feet. Where a building of Type II, III, IV or V construction has a *fire separation distance* of less than 30 feet (9144 mm) from property lot lines, and an adjacent property has an existing structure or otherwise can be built on, the water supply shall provide either a minimum of 1,500 gallons per minute (5678 L/m) or the entire fire flow required for the building when constructed, whichever is greater.

(252) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3313.3.2** to read as follows:

3313.3.2 Fire separation of 30 feet up to 60 feet. Where a building of Type II, III, IV or V construction has a fire separation distance of 30 feet (9144 mm) up to 60 feet (18 288 mm) from property lot lines, and an adjacent property has an existing structure or otherwise can be built on, the water supply shall provide a minimum of 1,500 gallons per minute (5678 L/m) or 50 percent of the fire flow required for the building when constructed, whichever is greater.

(253) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3313.3.3** to read as follows:

3313.3.3 Fire separation of 60 feet or greater. Where a building of Type II, III, IV or V construction has a fire separation of 60 feet (18 288 mm) or greater from a property *lot line*, a water supply of 1,500 gallons per minute (5678 L/m) shall be provided.

(254) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3313.4** to read as follows:

3313.4 Vertical construction, Type I construction. If combustible building materials are delivered to the construction site, water supply in accordance with Section 3313.2 shall be provided. Additional water supply for fire flow is not required prior to commencing vertical construction of Type I buildings, unless combustible materials are present within the walls of the building.

(255) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3314.1** to read as follows:

3314.1 Where required. In buildings required to have standpipes by Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed prior to construction exceeding 25 feet (7620 mm) in height above the lowest level of fire department vehicle access. Such standpipe shall be provided with fire department hose connections at accessible locations adjacent to usable *stairways*. As construction progresses, such standpipes shall be extended to within one floor of the highest point of construction having secured decking or flooring.

(256) CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION is hereby amended by amending **3315** to add **3315.3** to read as follows:

3315.3 Furniture, fixtures, and equipment. In buildings where an *automatic sprinkler system* is required, furniture, fixtures, and equipment shall not be stored in the building or areas of the building until the system is in service and approved by the *fire code official* and monitoring of system is active. In building where the system is installed in segments furniture, fixtures, and equipment shall only be permitted in areas where the system is in service and monitored.

Exception: As approved by the *fire code official*.

(257) CHAPTER 34 TIRE REBUILDING AND TIRE STORAGE is hereby amended by amending **3405.1** to read as follows:

3405.1 Individual piles. Tire storage shall be restricted to individual piles not exceeding 700 square feet (65 m²) of continuous area. Piles shall not exceed 7,000 cubic feet (198 m³) in volume or 10 feet in height and all piles shall be covered with a permanent type roof designed and constructed to prevent water from collecting in the tires.

(258) CHAPTER 34 TIRE REBUILDING AND TIRE STORAGE is hereby amended by amending **3405.6** to read as follows:

3405.6 Volume more than 49,000 cubic feet. Where the bulk volume of stored product is more than 49,000 cubic feet (1387 m³), additional fire protection is required in accordance with Chapter 9. The increase shall be based on the capabilities of the system installed, and the storage arrangement shall be in accordance with the following:

1. Individual storage piles shall comply with size and separation requirements in Section 3405.1 through 3405.5.
2. Adjacent storage piles shall be considered a group, and the aggregate volume of storage piles in a group shall not exceed 49,000 cubic feet (1387 m³).
3. Groups shall provide a fire protection plan. Fire protection plans submitted for review shall include, but is not limited to, the following:
 - a) Tire storage yard layout of areas, tire-handling equipment selection, pile design and arrangement, fire protection systems, and shall be based upon sound fire prevention and protection principles.
 - b) Factors that lead to water collection in stored tires and vector control shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the stability of the pile(s).
 - c) The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.

- d) Fire apparatus access roads to the piles shall be established, identified and maintained.
- e) Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.
- f) Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the number of piles shall be based upon the capabilities of the installed fire protection systems and features.
- g) Separation between groups shall be not less than 75 feet (22 860 mm) wide.

(259) CHAPTER 34 TIRE REBUILDING AND TIRE STORAGE is hereby amended by amending **3405.7** to read as follows:

3405.7 Location of storage. Outdoor new and/or waste tire storage shall not be located within 10 feet (3048 mm) of a means of egress, under bridges, elevated trestles, elevated roadways, or elevated railroads and shall comply with Section 304.

(260) CHAPTER 34 TIRE REBUILDING AND TIRE STORAGE is hereby amended by amending **3407.1** to read as follows:

3407.1 Where required. Where the aggregate volume of stored material is more than 5,000 cubic feet (141 m³), a firmly anchored fence or other *approved* method of security that controls unauthorized access to the tire storage yard shall surround the tire storage yard.

(261) CHAPTER 34 TIRE REBUILDING AND TIRE STORAGE is hereby amended by amending **3408.1** to read as follows:

3408.1 Water supply. A public or private fire protection water supply shall be provided in accordance with Section 507. The water supply shall be arranged such that any part of the storage yard can be reached by using not more than 300 feet (91 m) of hose.

(262) CHAPTER 34 TIRE REBUILDING AND TIRE STORAGE is hereby amended by amending **3409.1** to read as follows:

3409.1 Pile dimensions. Where tires are stored on-tread, the dimension of the pile in the direction of the wheel hole shall not be more than 20 feet (6096 mm). Tires stored adjacent to or along one wall shall not extend more than 10 feet (3048 mm) from that wall. Other piles shall be not more than 10 feet (3048 mm) in width.

(263) CHAPTER 35 WELDING AND OTHER HOT WORK is hereby amended by amending **3503.3** to read as follows:

3503.3 Hot work program permit. Hot work operational permits, issued by the *fire code official* or 3rd party fire inspector to an *approved* responsible person under a hot work program, shall be posted on site, working permits issued by a hot work supervisor shall be available for review by the *fire code official* at the time the work is conducted and for 48 hours after work is complete.

(264) CHAPTER 35 WELDING AND OTHER HOT WORK is hereby amended by amending **3503.4** to read as follows:

3503.4 Qualifications of operators. An operational permit for hot work operations shall not be issued unless the individuals in charge of supervising and those performing such operations are capable of performing such operations safely. The *approved* personnel shall be trained in the fire safety aspects denoted in this code and NFPA 51B Standard for Fire Prevention During Welding, Cutting, and Other Hot Work, and demonstration of a working knowledge of the provisions of this chapter shall constitute acceptable evidence of compliance with this requirement.

(265) CHAPTER 36 MARINAS is hereby amended by amending **3603.5** to amend a misprint to the Edition printing to read as follows:

3603.5 Electrical equipment. Electrical equipment shall be installed and used in accordance with its listing, Section 603 of this code and Chapter 5 of NFPA 303 as required for wet, damp and hazardous locations.

(266) CHAPTER 37 COMBUSTIBLE FIBERS is hereby amended by amending **3703** to read as follows:

**SECTION 3703
GENERAL PRECAUTIONS, CONSTRUCTION AND PROTECTION REQUIREMENTS**

(267) CHAPTER 37 COMBUSTIBLE FIBERS is hereby amended by amending **3703.6** to amend a misprint to the Edition printing to read as follows:

3703.6 Portable fire extinguishers. Portable fire extinguishers shall be provided in accordance with Section 906 as required for extra-hazard occupancy protection as indicated in Table 906.1.

(268) CHAPTER 37 COMBUSTIBLE FIBERS is hereby amended by amending **3703** to add Sections **3703.8** through **3703.10** to read as follows:

3703.8 Handling and storage. Handling and storage of large quantities of wastepaper, rags, or other combustible materials shall not be allowed in a building of any type in excess of 1500 square feet area unless the building is protected with an approved automatic sprinkler system.

3703.9 Limitations on building height. A building used for handling and storage of wastepaper, rags or other combustible materials shall not exceed one story in height unless of Type I construction and fully protected with approved automatic sprinkler system.

3703.10 Materials outside of building. No loose wastepaper, rags, trash or rubbish of any kind, or similar combustible materials shall be allowed on the premises on the outside of any building.

(269) CHAPTER 37 COMBUSTIBLE FIBERS is hereby amended by amending **3705.1** to read as follows:

3705.1 Bale size and separation. Baled combustible fibers (including wastepaper, rags, and other combustibles in baled lots) shall be stored in buildings and limited to single blocks or piles not more than 25,000 cubic feet (700 m³) in volume, not including aisles or clearances. Blocks or piles of baled fiber shall be separated from adjacent storage by aisles not less than 5 feet (1524 mm) wide, or by flash-fire barriers constructed of continuous sheets of noncombustible material extending from the floor to a minimum height of 1 foot (305 mm) above the highest point of the piles and projecting not less than 1 foot (305 mm) beyond the sides of the piles. Baled materials, if stored outside of buildings, shall not be stored within 25 feet of any building.

Exception: Baled materials may be stored within 25 feet of a building's outside wall, but no closer than 10 feet, when a wall sprinkler curtain is provided on the building.

(270) CHAPTER 38 HIGHER EDUCATION LABORATORIES is hereby amended by amending **Table 3805.4** to amend a misprint to the Edition printing to read as follows:

**TABLE 3805.4
DESIGN AND NUMBER OF CONTROL AREAS IN EXISTING
NONSPRINKLERED LABORATORIES**

FLOOR LEVEL		PERCENTAGE OF THE MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA ^{a, c}	NUMBER OF CONTROL AREAS PER FLOOR	FIRE-RESISTANCE RATING FOR FIRE BARRIERS IN HOURS ^{b, c, d}
Above grade plane	Higher than 9	5	1	2 ^c
	7-9	10	2	2 ^c
	4-6	25	2	2 ^c
	3	75	2	1
	1-2	100	4	1
Below grade plane	1	100	3	1
	2	75	2	1
	Lower than 2	Not allowed	Not allowed	Not allowed

- a. Percentages shall be of the maximum allowable quantity per control area shown in Table 5003.1.1(1) and Table 5003.1.1(2), excluding all increases allowed in the footnotes to those tables.
- b. Fire barriers shall include walls, floors and ceilings necessary to provide separation from other portions of the building.
- c. Vertical fire barriers separating control areas from other spaces on the same floor are permitted to be 1-hour fire-resistance rated.
- d. See Section 414.2.4 of the *International Building Code* for additional requirements.
- e. The percentage of the maximum allowable quantity per control area shown in Table 3805.4 shall be applied to 25 percent of Table 5003.1.1(1) limits for Class 4 oxidizers or pyrophoric materials.

(271) CHAPTER 40 STORAGE OF DISTILLED SPIRITS AND WINES is hereby amended by amending **4003.3.4** to amend a misprint to the Edition printing to read as follows:

4003.3.4 Electrical. Electrical wiring and equipment shall be installed and maintained in accordance with Section 603 and NFPA 70.

(272) CHAPTER 50 HAZARDOUS MATERIALS – GENERAL PROVISIONS is hereby amended by amending **5001.2** to read as follows:

5001.2 Material classification. Hazardous materials are those chemicals or substances defined as such by this code. Material classification letters shall be submitted for all occupancy groups storing chemicals including occupancy groups storing less than the maximum allowable quantity to include a floor layout showing locations and amounts to be stored, method of use, and any other information required by the *fire code official*, and where applicable any additional information required by this Section or another Section of the code. Definitions of hazardous materials shall apply to all hazardous materials, including those regulated elsewhere in this code.

(273) CHAPTER 54 CORROSIVE MATERIALS is hereby amended by amending **5401.1** to amend a misprint to the Edition printing to read as follows:

5401.1 Scope. The storage and use of *corrosive* materials shall be in accordance with this chapter. *Compressed gases* shall also comply with Chapter 53.

Exceptions:

1. Display and storage in Group M and storage in Group S occupancies complying with Section 5003.11.
2. Stationary storage battery systems in accordance with Section 1207.
3. This chapter shall not apply to R-717 (ammonia) where used as a refrigerant in a refrigeration system (see Section 608).

(274) CHAPTER 56 EXPLOSIVES AND FIREWORKS is hereby amended by amending **5601.2.1** to read as follows:

5601.2.1 Residential uses. Persons shall not keep or store, nor shall any permit be issued to keep or store, any *explosives* at any place of habitation, or within 100 feet (30 480 mm) thereof unless authorized by federal and/or state law.

Exception: Storage of smokeless propellant, black powder and small arms primers for personal use and not for resale in accordance with Section 5606.

(275) CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS is hereby amended by amending **5703.6** to add **Section 5703.6.12** to read as follows:

5703.6.12 Pressurized piping. Where a pressurized (remote pumped) piping system is connected to a tank, the piping system shall have an approved, listed leak detection device installed in the system to monitor for leaks in the piping.

(276) CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS is hereby amended by amending **5704.2.13** to read as follows:

5704.2.13 Abandonment and status of tanks. Tanks taken out of service shall be removed in accordance with Section 5704.2.14 or safeguarded in accordance with Sections 5704.2.13.1 through 5704.2.13.2.3 and API 1604. Before an underground tank is removed, a permit shall be obtained from the city permit office and the *fire code official* shall be present for the removal. Prior to transporting any removed tank, it shall be properly marked and made inert in the presence of the *fire code official*.

(277) CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS is hereby amended by amending **5704.2.13.1.3** to read as follows:

5704.2.13.1.3 Out of service for one year. Underground tanks that have been out of service for a period of one year shall be removed from the ground in accordance with Section 5704.2.14.

(278) CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS is hereby amended by amending **5704.2.13.1.4** to read as follows:

5704.2.13.1.4 Tanks abandoned in place. Tanks shall not be abandoned in place.

(279) CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS is hereby amended by amending **5704.3.8.1** to amend a misprint to the Edition printing to read as follows:

5704.3.8.1 Quantities and storage arrangement. The total quantities of liquids in a liquid storage warehouse shall not be limited. The arrangement of storage shall be in accordance with Table 5704.3.6.3(2) or 5704.3.6.3(3).

(280) CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS is hereby amended by amending **5704.3.8.3** to amend a misprint to the Edition printing to read as follows:

5704.3.8.3 Ventilation. Liquid storage warehouses storing containers greater than 5 gallons (19 L) in capacity shall be ventilated at a rate of not less than 0.25 cfm per square foot $0.00127 \text{ m}^3/\text{s} \times \text{m}^2$) of floor area over the storage area. Ammonia where used as a refrigerant in a refrigeration system (see Section 608).

(281) CHAPTER 61 LIQUEFIED PETROLEUM GASES is hereby amended by amending **6107.4** to read as follows:

6107.4 Protecting containers from vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312 and NFPA 58.

(282) CHAPTER 80 REFERENCED STANDARDS is hereby amended by amending the following Standards to amend a misprint to the Edition printing to read as follows:

The portions of text and tables not shown are unaffected by the amendment.

AFSI	Architectural Fabric Structures Institute c/o Industrial Fabric Association International 1801 County Road B West Roseville, MN 55113
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ASI-77 — Design and Standards Manual
3103.10.2

ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016-5990
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A17.3 — 2017 Safety Code for Existing Elevators and Escalators
1103.3.1, 1103.3.2

ASSP	American Society of Safety Professionals 520 N. Northwest Highway Park Ridge, IL 60068
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ANSI/ASSP Z359.1 — 2020 The Fall Protection Code
1015.6, 1015.7

BHMA Builders Hardware Manufacturers' Association 355 Lexington Avenue, 15th Floor
New York, NY 10017

- A156.19 — 2019 Power Assist and Low-energy Power-operated Doors
1010.3.2
A156.38 — 2019 Low-energy Power-operated Sliding and Folding Doors
1010.3.2

CGA Compressed Gas Association 14501 George Carter Way, Suite 103
Chantilly, VA 20151

- ANSI/CGA G-13 — 2015 Storage and Handling of Silane and Silane Mixtures
(an American National Standard)
6404.1, 6404.2, 6405.3

IIAR International Institute of Ammonia Refrigeration
1001 N. Fairfax Street, Suite 503
Alexandria, VA 22314

- ANSI/IIAR 6 — 2019 Standard for Inspection, Testing, and Maintenance of Closed-circuit Ammonia Refrigeration Systems 608.1.2
608.1.2
ANSI/IIAR 7 — 2019 Developing Operating Procedures for Closed-circuit Ammonia Refrigeration Systems 608.1.2
608.1.2
ANSI/IIAR 9 — 2020 Standard for Minimum System Safety Requirements for Existing Closed-circuit Ammonia Refrigeration Systems 608.1.2
608.1.2

NFPA National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

- 02 — 20 Hydrogen Technologies Code
1206.3, 1206.4, 2309.1, 2309.3.1.1, 2309.3.1.2, 2309.4, 2309.6, 2311.8, 2311.8.2, 2311.8.10, 2311.8.11, 5301.1, 5801.1
10 — 18 Standard for Portable Fire Extinguishers
Table 901.6.1, 906.2, Table 906.3(1), Table 906.3(2), 906.3.2, 906.3.4, 3006.3
17 — 21 Standard for Dry Chemical Extinguishing Systems
Table 901.6.1, 904.6, 904.13
17A — 21 Standard for Wet Chemical Extinguishing Systems
Table 901.6.1, 904.5, 904.13
55 — 20 Compressed Gases and Cryogenic Fluids Code
3508.1, 5301.1, 5307.4.2, 5501.1, 5801.1, 6301.1
96 — 21 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
606.2, 904.13

UL Underwriters Laboratories LLC
333 Pfingsten Road
Northbrook, IL 60062

- UL 1389 — 2019 Plant Oil Extraction Equipment for Installation and Use in Ordinary (Unclassified) Locations and Hazardous (Classified) Locations.
3904.2.1

AFSI Architectural Fabric Structures Institute c/o Industrial Fabric Association
International 1801 County Road B West
Roseville, MN 55113

(283) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B102.1** to read as follows:

B102.1 Definitions. For the purpose of this appendix, certain terms are defined as follows:

FIRE FLOW. The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, used to determined Type of construction by square footage.

FIRE-FLOW CALCULATION AREA. The total floor area of all floor levels within the *exterior walls*, and under the horizontal projections of the roof of a building, in square feet (m²), used to determine the required fire flow.

(284) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B103.2** to read as follows:

B103.2 Increases. The *fire code official* is authorized to increase the *fire-flow* requirements where based on factors such as the total square footage of the building(s), the type of construction, the occupancy group, and the actual use of the proposed building and shall be not more than twice that required for the building under consideration.

(285) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B103.3** to read as follows:

B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes and where *approved* in rural and suburban areas in which adequate and reliable water supply systems do not exist, the *fire code official* is authorized to utilize NFPA 1142 or the *International Wildland-Urban Interface Code*. The use of water storage tanks for fire flow will be based on the following:

1. Areas where public water supply systems are not capable of supplying the required fire flow and where the water provider is capable of supplying water to water storage tanks.
2. On-site water storage tanks shall be design in accordance with the design standards outlined by the fire code official and shall installed in accordance with NFPA 22 and sized in accordance with the Fire Department's design worksheet.

Exception: Where the water provider due to the proximity of water mains capable of supplying the needed fire flow requires the extension of water mains to and/or across the property or development.

(286) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B104.1** to read as follows:

B104.1 General. The *fire-flow calculation area* shall be the total floor area of all floor levels within the *exterior walls*, and under the horizontal projections of the roof of a building, except as modified in Section B104.3.

Where 33% or more of exterior and/or interior walls are of combustible construction the building shall be classified as Type V-B construction for fire flow requirements.

(287) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B105.1** to read as follows:

B105.1 One- and two-family dwellings Group R-3. The minimum *fire-flow* and flow duration requirements for one- and two-family *dwellings*, Group R-3 shall be as specified in Tables B105.1(1) and B105.1(2).

(288) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B105.2** to read as follows:

B105.2 Townhouses and Group R-4 buildings and buildings other than one- and two-family dwellings, Group R-3. The minimum *fire-flow* and flow duration requirements for townhouses and Group R-4 buildings and buildings other than one- and two-family *dwellings*, Group R-3 shall be as specified in Tables B105.1(2) and B105.2.

Exception: A reduction in required *fire-flow* for any building equipped with a fire sprinkler system shall be based on the total square footage of the building, the type of construction, the occupancy group, and the actual use of the proposed building.

The allowed reduction of fire flow in Table B105.1(2) is for fire sprinkler systems and is not an equal reduction to fire hydrant flow requirements in Appendix C.

(289) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B105 Table B105.1(1)** to read as follows:

TABLE B105.1(1)
REQUIRED FIRE-FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3

Fire-Flow Calculation Area (square feet)	Automatic Sprinkler-System (Design Standard)	Minimum Fire-Flow (gallons per minute)	Flow Duration (hours)
0-3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required flow rate
0-3,600	Section 903.3.1.3 of the <i>International Fire Code</i> or Section P2904 of the <i>International Residential Code</i>	500	½
3,601 and greater	Section 903.3.1.3 of the <i>International Fire Code</i> or Section P2904 of the <i>International Residential Code</i>	½ value in Table B105.1(2) ^a	1

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m.
a. The minimum fire-flow shall not be less than 1,000 gallons per minute.

(290) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B105 Table B105.1(2)** to read as follows:

TABLE B105.1(2)
REFERENCE TABLE FOR TABLES B105.1(1) AND B105.2

FIRE-FLOW CALCULATION AREA (square feet)					FIRE-FLOW (gallons per minute) ^{b, c}	FLOW DURATION (hours)
Type IA and IB ^a	Type IIA and IIIA ^a	Type IV and VA ^a	Type IIB and IIIB ^a	Type VB ^a		
0-22,700	0-12,700	0-8,200	0-5,900	0-3,600	1,500	2
22,701-30,200	12,701-17,000	8,201-10,900	5,901-7,900	3,601-4,800	1,750	
30,201-38,700	17,001-21,800	10,901-12,900	7,901-9,800	4,801-6,200	2,000	
38,701-48,300	21,801-24,200	12,901-17,400	9,801-12,600	6,201-7,700	2,250	
48,301-59,000	24,201-33,200	17,401-21,300	12,601-15,400	7,701-9,400	2,500	
59,001-70,900	33,201-39,700	21,301-25,500	15,401-18,400	9,401-11,300	2,750	
70,901-83,700	39,701-47,100	25,501-30,100	18,401-21,800	11,301-13,400	3,000	3
83,701-97,700	47,101-54,900	30,101-35,200	21,801-25,900	13,401-15,600	3,250	
97,701-112,700	54,901-63,400	35,201-40,600	25,901-29,300	15,601-18,000	3,500	
112,701-128,700	63,401-72,400	40,601-46,400	29,301-33,500	18,001-20,600	3,750	
128,701-145,900	72,401-82,100	46,401-52,500	33,501-37,900	20,601-23,300	4,000	4
145,901-164,200	82,101-92,400	52,501-59,100	37,901-42,700	23,301-26,300	4,250	
164,201-183,400	92,401-103,100	59,101-66,000	42,701-47,700	26,301-29,300	4,500	
183,401-203,700	103,101-114,600	66,001-73,300	47,701-53,000	29,301-32,600	4,750	
203,701-225,200	114,601-126,700	73,301-81,100	53,001-58,600	32,601-36,000	5,000	
225,201-247,700	126,701-139,400	81,101-89,200	58,601-65,400	36,001-39,600	5,250	
247,701-271,200	139,401-152,600	89,201-97,700	65,401-70,600	39,601-43,400	5,500	
271,201-295,900	152,601-166,500	97,701-106,500	70,601-77,000	43,401-47,400	5,750	
295,901-Greater	166,501-Greater	106,501-115,800	77,001-83,700	47,401-51,500	6,000	
—	—	115,801-125,500	83,701-90,600	51,501-55,700	6,250	
—	—	125,501-135,500	90,601-97,900	55,701-60,200	6,500	
—	—	135,501-145,800	97,901-106,800	60,201-64,800	6,750	
—	—	145,801-156,700	106,801-113,200	64,801-69,600	7,000	
—	—	156,701-167,900	113,201-121,300	69,601-74,600	7,250	
—	—	167,901-179,400	121,301-129,600	74,601-79,800	7,500	
—	—	179,401-191,400	129,601-138,300	79,801-85,100	7,750	
—	—	191,401-Greater	138,301-Greater	85,101-Greater	8,000	

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895 kPa.

- a. Types of construction are based on the International Building Code.
- b. Measured at 25 psi for use during initial building design. Actual flow required for fire emergencies to be determined by *fire code official*.
- c. The total required fire-flow for any building can be increased and shall be established based on the total square footage of the building, the type of construction, the occupancy group, and the actual use of the proposed building. Building(s) in excess of the greatest square footage value shown can have the fire-flow increased based on the total square footage of the building, access to and around the building, the type of construction, the occupancy group, and the actual use of the proposed building for emergency firefighting operations.

(291) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B105 Table B105.2** to read as follows:

**TABLE B105.2
REQUIRED FIRE-FLOW FOR TOWNHOUSES AND GROUP R-4 BUILDINGS AND
BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3**

Automatic Sprinkler-System (Design Standard)	Minimum Fire-Flow (gallons per minute)	Flow Duration (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>International Fire Code</i>	The percentage from Table B105.3 reduction of flow in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>International Fire Code</i>	50% reduction of flow in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

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

(292) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending B105 to add Table B105.3 to read as follows:

**Table B105.3
Fire-Flow Reduction and Flow Duration for Buildings^a**

Occupancy Type	Construction Type ^d	% of Reduction ^b
A	All Except V	75
A	V	50
B	All Except V	75
B	V	50
E	All	75
F	All Except V	75
F	V	50
H	All	50
I	All Except V	75
I	V	50
M	All Except V	75
M	V	50
R	All ^c	50
S not high piled	All Except V	75
S-1 high piled, Class I-V commodities	All Except V	50
S-1 Aircraft Hangers, Helistops	All Except V	75
S	V	50

- a. As determined by the *fire code official* on a case by case basis.
- b. The reduction in required fire-flow can be less than shown for any building equipped with a fire sprinkler system however shall be based on the total square footage of the building, the type of construction, the occupancy group, and the actual use of the proposed building.
- c. Group R building equipped throughout with an automatic sprinkler system in accordance with NFPA 13 may receive a reduction of 75%.
- d. Where 33% or more of exterior and/or interior walls are of combustible construction the building shall be classified as Type V construction.

(293) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by amending **B105.3** to read as follows:

B105.3 Water supply for buildings equipped with an automatic sprinkler system. For buildings equipped with an approved *automatic sprinkler system*, the water supply shall be capable of providing the greater of:

1. The *automatic sprinkler system* demand, including interior and exterior hose stream demand.
2. The required fire flow as determined by the *fire code official* based on the total square footage of the building, the type of construction, the occupancy group, and the actual use of the proposed building.
3. Building(s) in excess of the greatest square footage value shown in Table B105.1(2) shall have adequate fire flow to supply the fire sprinkler system, interior hose connections, and fire apparatus where on-site hydrants are provided.

(294) APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS is hereby amended by adding add **B1000 through B2002** to read as follows:

Section **B1000 Flow Testing**

Section **B1001.1 Fire Flow Testing.**

B1001.1 Fire flow test on municipal/public fire hydrants shall be performed by employees of the municipality and be witnessed by the Purveyor and Fire Marshal or representative of the fire department. Fire flow tests on private fire hydrants are the responsibility of the property owner or authorized agent to apply for and shall be witnessed by or performed by the Fire Marshal and Purveyor. Fire Flow Tests conducted by a 3rd party tester is subject to permitting and payment of fees and shall be witnessed by the Fire Marshal and municipality's Water Purveyor or representative of the fire department. Private fire hydrants shall be tested every two years.

B1001.2 Fire flow test will consist of two hydrants, one hydrant for pressure readings, and one hydrant for flow readings. Flowing of additional hydrants without changing the hydrant the pressure is read from will be calculated as each additional hydrant. Changing the hydrant the pressure is read from constitutes a new fire flow test from each fire hydrant flowed.

B1001.3 For the purpose of fire flow testing to determine available water for construction and for designing fire and life safety systems on all fire hydrants having a static pressure in excess of 40 psi (2.8 bar). The formula used for calculating flow is $29.84 \times \text{Cof.} \times 2.50^2 \times P^{\sqrt{}} = Q$, and for graphing $P = (\text{Pr} - \text{Ps}) (\text{Q} / \text{Qr})^{1.85} + \text{Ps}$. For testing of fire hydrants theoretical discharge Tables shall not be used to calculate flow.

Section **B1002 Rating Pressure.**

B1002.1 For the purpose of uniform marking of fire hydrants, the rated capacities should be based upon actual flow for all fire hydrants having a static pressure in excess of 40 psi (2.8 bar). For testing of fire hydrants theoretical discharge Tables shall not be used to calculate flow. The formula used for calculating flow is $29.84 \times \text{Cof.} \times 2.50^2 \times P^{\sqrt{}} = Q$.

B1002.2 To obtain satisfactory test results of calculations of expected flows or rated capacities, sufficient discharge should be achieved to cause a drop in pressure at the residual hydrant of at least 25 percent below static pressure for all hydrants having a static pressure in excess of 40 psi (2.8 bar). For testing fire flow theoretical discharge Tables shall not be used to calculate flow and

determining flow discharge. Tests without a pitot(s) that sample water from the middle of the stream shall not be permitted.

B1002.3 It is recommended that a minimum residual pressure of 25 psi (1.7 bar) should be maintained at fire hydrants when delivering the fire flow. Pressures dropping below 25 psi (1.7 bar) will stop the test immediately to prevent damage to the municipal water system.

B1002.4 It should be noted that the use of residual pressures of less than 20 psi (1.4 bar) is not permitted by many state health departments and is not permitted by the City of Cibolo.

Section **B1003 Procedure.**

B1003.1 When it is recommended and as deemed necessary by the *fire code official* that two tests should be made one should be performed during a period of ordinary demand and one made during a period of peak demand.

B1003.2 The procedure consists of discharging water at a measured rate of flow from the system at a given location and observing the corresponding pressure drop in the mains. From the standpoint of accuracy, the mathematical formula is to be used to compute the required fire flow available rather than the theoretical discharge table.

Section **B1004 Layout of Test.**

B1004.1 After the location where the test is to be run has been determined, a group of test hydrants in the vicinity is selected as approved by the *fire code official*.

B1004.2 Once selected, due consideration should be given to potential interference with traffic flow patterns, damage to surroundings (e.g., roadways, sidewalks, landscapes, vehicles, and pedestrians), and potential flooding problems both local and remote from the test site. It shall be the responsibility of the tester to provide *approved* diffusers, deflectors, mats, or other *approved* devices.

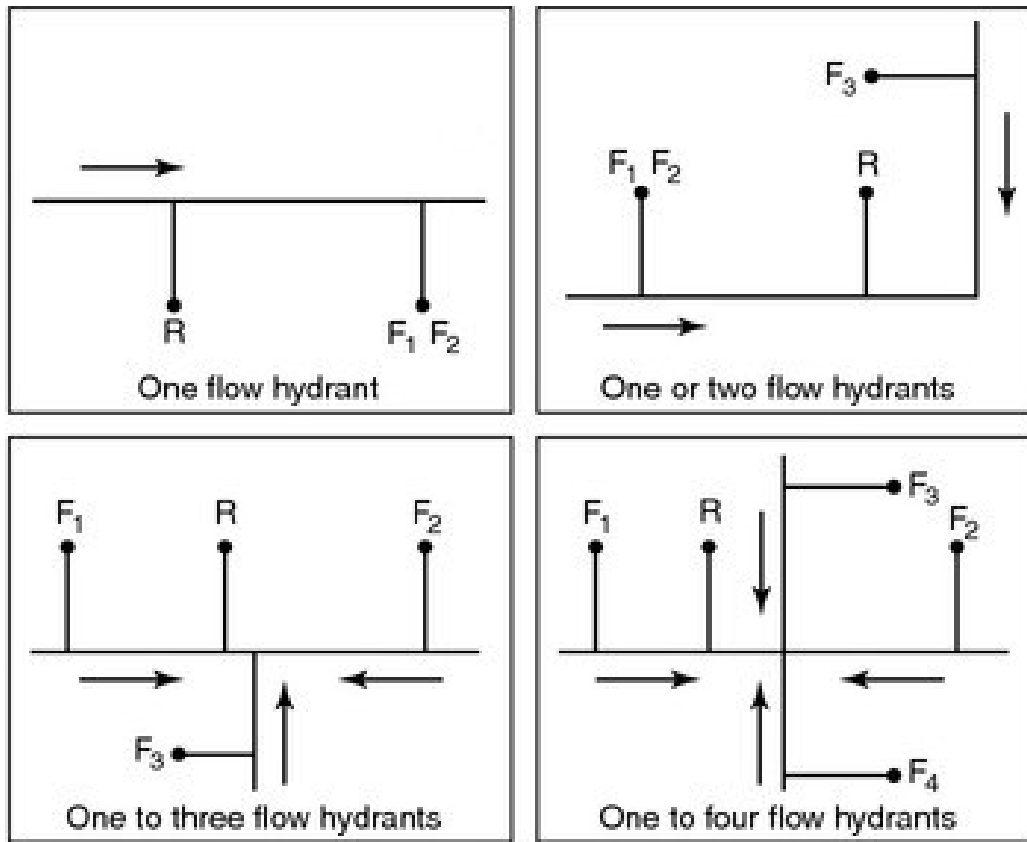
B1004.3 One hydrant, designated the residual hydrant, is chosen to be the hydrant where the normal static pressure will be observed with the other hydrants in the group closed, and where the residual pressure will be observed with the other hydrants flowing.

B1004.4 This hydrant is chosen so it will be located between the hydrant to be flowed and the large mains that constitute the immediate sources of water supply in the area. All reports shall include layout diagrams similar to that shown in Figure B1004.4, test layouts are indicated showing the residual hydrant designated with the letter R and hydrants to be flowed with the letter F.

B1004.5 The number of fire hydrants to be used in any test depends upon the strength of the distribution system in the vicinity of the test location as approved by the *fire code official*. The pitot reading shall be measured from both 2.5-inch ports from one hydrant to determine available fire flow. Unless otherwise determined by the *fire code official*.

B1004.6 To obtain satisfactory test results of expected flows or rated capacities, sufficient discharge should be achieved to cause a drop in pressure at the residual hydrant of at least 25 percent, or to flow the total demand necessary for providing fire suppression services in a fire emergency.

FIGURE B1004.4 Suggested Test Layout for Hydrants.



Arrows indicate direction of flow; R – residual hydrant; F – flow hydrant

Section B1005 Equipment.

B1005.1 The equipment necessary for field work consists of the following:

- (1) A single 160 or 200 psi bourdon pressure gauge with no more than 1 psi graduations or equivalent as approved by the *fire code official*.
- (2) A hydrant cap with a T connection for the 160 or 200 psi gauge and a cock at the end for relieving air pressure or equivalent as approved by the *fire code official*.
- (3) Two *approved* pitot tubes that sample water from the center of the stream with 50 or 60 psi bourdon pressure gauges with 1 psi graduations or equivalent as approved by the *fire code official*. Due to higher pressures in certain parts of the jurisdiction 100 psi bourdon pressure gauges with 1 psi graduations will be needed as necessary.
- (4) Hydrant wrenches.
- (5) Diffusers, deflectors, mats, or other *approved* devices as necessary.

B1005.2 All pressure gauges should be calibrated at least every 12 months, or more frequently depending on use. Calibration certificates shall be provided to the *fire code official* as requested.

Section B1006 Test Procedure. B1006.1 Testing procedure for fire flow.

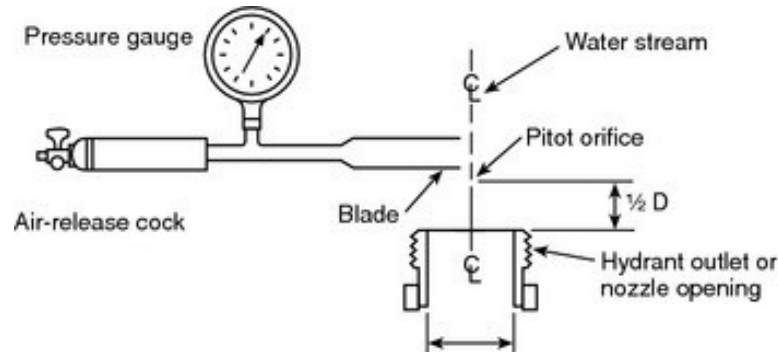
- (1) Opening the hydrants to be tested, water should be allowed to flow for a sufficient time to clear all debris and foreign substances from the stream(s) then close the hydrants.
- (2) In a typical test, the 160 or 200 psi gauge is attached to one of the 2½ in. (6.4 cm) outlets of the residual hydrant using the special cap.
- (3) The cock on the gauge piping is opened, (as soon as the air is exhausted from the barrel, the cock is closed) and the hydrant valve is opened full.
- (4) A reading (static pressure) is taken when the needle comes to rest.
- (5) At a given signal, each of the other hydrants is opened in succession, with discharge taking place directly from the open hydrant ports.
- (6) Hydrants should be opened one at a time.
- (7) At that time, a signal is given to the people at the hydrants to read the pitot pressure of the streams simultaneously while the residual pressure is being read.
- (8) The final magnitude of the pressure drop can be controlled by the number of hydrants used and the number of outlets opened on each.
- (9) After the readings have been taken, hydrants should be shut down slowly, one at a time, to prevent undue surges in the system.

Section **B1007 Pitot Readings.**

B1007.1 Procedure for pitot readings.

- (1) When measuring discharge from open hydrant ports, it is always preferable from the standpoint of accuracy to use 2½ in. (6.4 cm) outlets rather than pumper outlets.
- (2) In practically all cases, the 2½ in. (6.4 cm) outlets are filled across the entire cross-section during flow, while in the case of the larger outlets there is very frequently a void near the bottom.
- (3) When measuring the pitot pressure of a stream of practically uniform velocity, the orifice in the pitot tube is held downstream approximately one-half the diameter of the hydrant outlet or nozzle opening, and in the center of the stream. (See Figure B1007.3) Diffusers shall have pitot tubes for sampling water from the center of the stream.
- (4) The center line of the orifice should be at right angles to the plane of the face of the hydrant outlet.
- (5) The air chamber on the pitot tube should be kept elevated.
- (6) Pitot readings of less than 10 psi (0.7 bar) and more than 30 psi (2.0 bar) should be avoided, if possible.
- (7) Opening additional hydrant outlets will aid in controlling the pitot reading.
- (8) Hydrant valves shall be wide open to minimize problems with underground drain valves, and to give a more streamlined flow and a more accurate pitot reading.

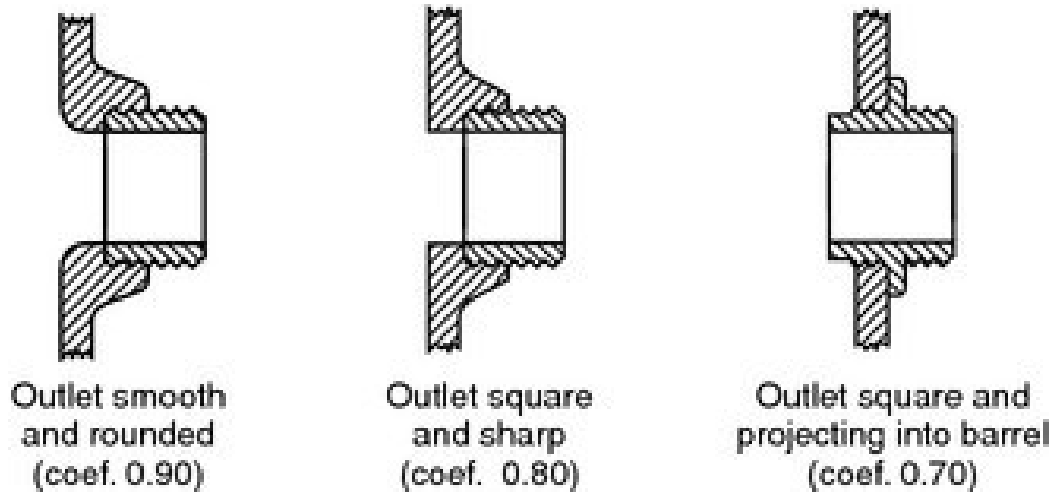
FIGURE B1007.3 Pitot Tube Position



Section B1008 Determination of Discharge.

B1008.1 At the hydrants used for flow during the test, the discharges from the open ports are determined from measurements of the diameter of the outlets flowed, the pitot pressure (velocity head) of the streams as indicated by the pitot gauge readings, and the coefficient of the outlet being flowed as determined from Figure B1008.1.

FIGURE B1008.1 Three General Types of Hydrant Outlets and Their Coefficients of Discharge.



B1008.2 The formula used to compute the discharge, Q, in gpm from these measurements is as follows:

$$Q = 29.84cd^2 \sqrt{p}$$

where:

c = coefficient of discharge (see Equation B1008.2)

d = diameter of the outlet in inches

p = pitot pressure (velocity head) in psi

Section B1009 Use of Pumper Outlets.

B1009.1 If it is necessary to use a pumper outlet, and flow tubes (stream straighteners) are not available, the best results are obtained with the pitot pressure (velocity head) maintained between 5 psi and 10 psi (0.3 bar and 0.7 bar). The use of pumper outlets shall require prior approval by the *fire code official*.

B1009.2 For pumper outlets, the approximate discharge can be computed from Equation B1008.3 using the pitot pressure (velocity head) at the center of the stream and multiplying the result by one of the coefficients in Table B1009.2, depending upon the pitot pressure (velocity head).

Table B1009.2 Pumper Outlet Coefficients

Pitot Pressure (Velocity Head)

psi	bar	Coefficient
2	0.14	0.97
3	0.21	0.92
4	0.28	0.89
5	0.35	0.86
6	0.41	0.84
7 and Over	0.48 and Over	0.83

B1009.3 These coefficients are applied in addition to the coefficient in Equation B1008.2 and are for average-type fire hydrants.

Section B1010 Determination of Discharge.

B1010.1 If additional hydrants are used (flowed) to control the residual pressure drop, the discharges from the additional outlet(s) are not added to the total flow calculation.

B1010.2 The formula that is generally used to compute the discharge at the specified residual pressure or for any desired pressure drop is Equation 1010.2:

$$Q_R = Q_F \times \frac{h_r^{0.54}}{h_f^{0.54}}$$

where:

Q_R = flow predicted at desired residual pressure Q_F =

total flow measured during test

h_r = pressure drop to desired residual pressure h_f =

pressure drop measured during test

B1010.3 In this equation, any units of discharge or pressure drop may be used as long as the same units are used for each value of the same variable.

B1010.4 In other words, if Q_R is expressed in gpm, Q_F must be in gpm, and if h_r is expressed in psi, h_f must be expressed in psi.

B1010.5 These are the units that are normally used in applying Equation 1010.2 to fire flow test computations.

Section B1011 Data Sheet.

B1011.1 The data secured during the testing of fire hydrants for uniform marking can be valuable for other purposes.

B1011.2 With this in mind, it is suggested that the form shown in Figure 1011.2 or a similar form be used to record information that is taken and the form(s) used shall be submitted to the *fire code official*.

B1011.3 The back of the form should include a location sketch or on a separate form and the form(s) used shall be submitted to the *fire code official*.

B1011.4 Results of the flow test should be indicated on a hydraulic graph, such as the one shown in Figure 1011.4.

FIGURE B1011.2 Sample Report of a Hydrant Flow Test.



“City of Choice”

CITY OF CIBOLO FIRE FLOW TEST FORM

L. Perry
Fire Marshal



P. O. Box 826 • 204 Loop 539 West Cibolo, Texas 78108 • 210-566-7008 • Fax 210-566-5758

Project Name: _____ Date: _____
 Address: _____ Time: _____

 Test By: _____
 Conducted By: _____ Signature: _____
 Water Purveyor: _____ Signature: _____
 Water Supplied By: _____

DATA

FLOW HYDRANTS(S)	Hyd #	Hyd #	Hyd #
	F1	F2	F3
Size Opening:	2.5	2.5	_____
Coefficient:	_____	_____	_____
Pitot Reading:	_____	_____	_____
GPM:	_____	_____	_____

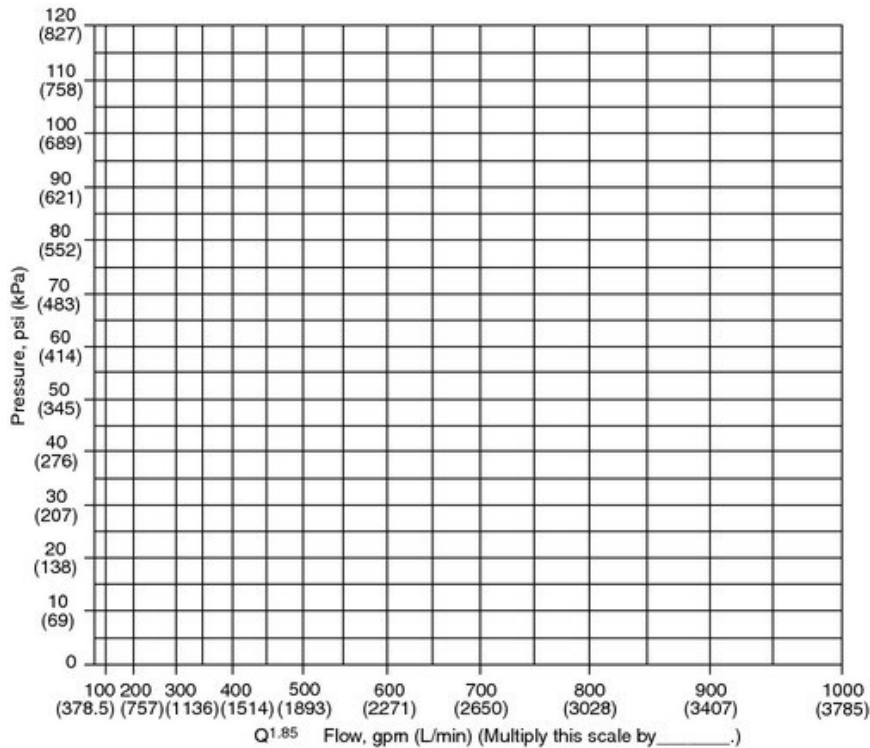


Total Flow During Test: _____ GPM
 Static Reading: _____ PSI Residual: _____ PSI Hyd # _____
 Results: At 20 PSI Residual _____ GPM Water Main Size: _____
 Estimated Consumption: _____ Gal. Flow Duration (minutes): _____

Remarks: _____

Map

FIGURE B1011.4 Sample Graph Sheet.



B1011.5 When the tests are complete, the forms should be filed for future reference by interested parties.

Section B2000 Marking of Fire Hydrants

B2001 Classification of Hydrants. Hydrants should be classified in accordance with their rated capacities based upon actual flow as follows:

- (1) Class AA — Rated capacity of 1500 gpm (5680 L/min) or greater
- (2) Class A — Rated capacity of 1000 – 1499 gpm (3785–5675 L/min)
- (3) Class B — Rated capacity of 500 – 999 gpm (1900–3780 L/min)
- (4) Class C — Rated capacity of 251 – 500 gpm (1900 L/min)
- (5) Class D — Rated capacity of less than 250 gpm (950 L/min) is considered nonfunctioning.

Section B2002 Marking of Fire Hydrants. B2002.1 Public

and Private Hydrants.

B2002.1.1 Public Hydrants. All new and existing public hydrants the hydrant barrels are to be red in color. Marking on all new and existing public hydrants or any device having the appearance of a fire hydrant on or adjacent to fire apparatus access roads shall be in accordance with Section B2001 and Section B2002.1.3 through B2002.1.8.

B2002.1.2 Private Hydrants. All new and existing private hydrants the hydrant barrels shall be painted chrome yellow, to distinguish them from public hydrants. Marking on all new and existing private hydrants or any device having the appearance of a fire hydrant on or adjacent to fire

apparatus access roads shall be in accordance with Section B2001 and Section B2002.1.3 through B2002.1.8.

B2002.1.3 All new and existing tops (bonnets) and nozzle caps shall be painted with the following capacity-indicating color scheme to provide simplicity and consistency with colors used in signal work for safety, danger, and intermediate condition:

- (1) Class AA — Light blue
- (2) Class A — Green
- (3) Class B — Orange
- (4) Class C — Red
- (5) Class D — Black

B2002.1.4 For rapid identification at night, it is recommended that the capacity colors be of a reflective-type paint or have reflective (ground or crushed crystals and/or similar) material added to the finish.

B2002.1.5 Fire hydrants rated at less than 25 psi (1.72 bar) shall have the rated pressure stenciled in black or a contrasting color on the hydrant top (bonnet).

B2002.1.6 In addition to the painted top and nozzle caps, it can be advantageous to stencil the rated capacity of high-volume hydrants on the top (bonnet).

B2002.1.7 The classification and marking of fire hydrants provided for in this Section anticipate determination based on individual flow test.

B2002.1.8 Where a group of hydrants can be used at the time of a fire, some special marking designating group-flow capacity may be desirable.

B2002.2 Permanently Inoperative Hydrants. Public and private fire hydrants or any device having the appearance of a fire hydrant that are permanently inoperative or unusable shall be replaced as soon as reasonably possible.

B2002.3 Temporarily Inoperative Hydrants. Public and private fire hydrants or any device having the appearance of a fire hydrant that are temporarily inoperative or unusable should be wrapped or otherwise provided with temporary indication of their condition and repaired or replaced as soon as reasonably possible.

B2002.4 Flush Hydrants. Location markers for new and existing flush hydrants should carry the same background color as stated above for class indication, with such other data stenciled thereon as deemed necessary.

(295) APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION is hereby amended by amending **C101.1** to read as follows:

C101.1 Scope. In addition to the requirements of Section 507.5 of the *International Fire Code*, fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, hereafter constructed or moved into the jurisdiction.

(296) APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION is hereby amended by amending **C101** to add **C101.2** to read as follows:

C101.2 Fire hydrant locations. Required fire hydrants shall not be installed at the end of dead-end streets, roads, or Cul-De-Sac's. Fire hydrants shall be provided within 100 feet (30 480 mm) on the approach to a fire department connection. Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets. Fire hydrants shall be accessible by an *approved* fire apparatus access road.

(297) APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION is hereby amended by amending **C102.1** to read as follows:

C102.1 Minimum number of fire hydrants for a building. The number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1 and shall not be less than required to meet the spacing requirements in Section 507.5. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table C102.1 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.

(298) APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION is hereby amended by amending **C102.1 Table C102.1** to read as follows:

**Table C102.1
Required Number and Spacing of Fire Hydrants^g**

Fire-Flow Requirement (gpm)	Minimum Number of Hydrants	Average Spacing Between Hydrants ^{a, b, c, f} (feet)	Maximum Distance from any Point on Street or Road Frontage to a Hydrant ^{d, f}
1,750 or less	1	500	250
2,000-2,250	2	450	225
2,251-2,500	3	400	225
2,501-3,000	3	350	225
3,500-4,000	4	350	210
4,500-5,000	5	300	180
5,001-5,500	6	300	180
5,501-6,000	6	250	150
6,500-7,000	7	250	150
7,500 or more	8 or more ^e	200	120

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

- a. Reduce by 100 feet for dead-end streets or roads.
- b. Where streets are provided with median dividers or where streets are provided with four or more traffic lanes, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 400 feet on an alternating basis for higher fire-flow requirements.
- c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.
- d. Reduce by 50 feet for dead-end streets or roads.
- e. One hydrant for each 1,000 gallons per minute or fraction thereof above 7,500 gpm.
- f. A 25-percent spacing increase when *approved* by the *fire code official* may be permitted where the building is equipped throughout with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 of the *International Fire Code* or Section P2904 of the *International Residential*.
- g. The *fire code official* is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints, conditions, and hazards.

(299) APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION is hereby amended by amending **C104.1** to read as follows:

C104.1 Existing fire hydrants. Existing fire hydrants located across intersections or roadways may not be considered as available. Existing fire hydrants on public streets are allowed to be considered as available to meet the requirements of Sections C102 and C103 provided they are located adjacent to the property to be protected as *approved* by the *Fire Code Official*. Existing fire hydrants on adjacent properties are allowed to be considered as available to meet the requirements of Sections C102 and C103 provided that a fire apparatus access road extends between properties and that an easement is established to prevent obstruction of such roads or fire hydrant access.

(300) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D102.1** to read as follows:

D102.1 Access and loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete, or other *approved* driving surface capable of supporting the imposed load of a fire apparatus weighing at least 80,000 pounds (36 287 kg) or heaviest rated fire apparatus responding within the jurisdiction.

(301) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D103.1** to read as follows:

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm) the full length of the fire apparatus access road, lane, or roadway, exclusive of shoulders. (see Figure D103.1 The *fire code official* is authorized to increase the minimum width.

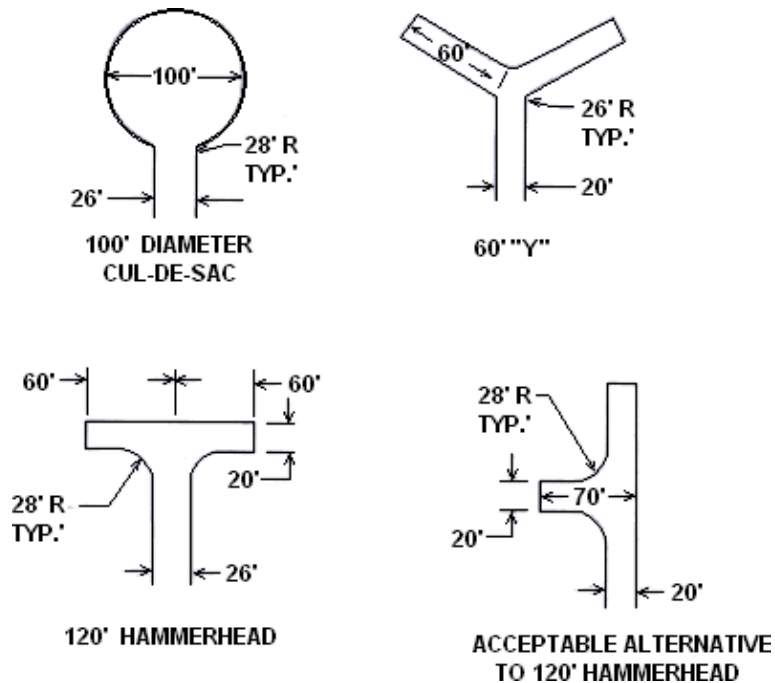


Figure D103.1 Dead-End Fire Apparatus Access Road Turnaround

(302) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D103.2** to read as follows:

D103.2 Grade. Fire apparatus access roads shall not exceed 8 percent in grade. Fire apparatus access roads shall not have high or low elevation changes that would allow an apparatus to bottom out the center of, or nose into, or cause the rear of the apparatus to drag the surface in accordance with Section 503.2.7 and 503.2.8.

Exception: A local jurisdiction alternative to the 8 percent grade restriction where *approved* by the fire code official: If the grade exceeds 8 percent, the first portion of the grade shall be limited to 10 percent for a length of 150 feet transitioning back to 8 percent for 250 feet and then 10 percent for a length of 150 feet transitioning back to 8 percent for 250 feet, repeat the cycle as necessary. Grades steeper than 10 percent can only be *approved* by the fire code official.

(303) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D103.3** to read as follows:

D103.3 Turning radius. The minimum turning radius shall be determined by the *fire code official*. The standard radius is 50 foot outside and 28 foot inside turning radius.

(304) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D103.4** to read as follows:

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4 and Figure D103.1. The *fire code official* is authorized to increase the minimum width and length.

Table D103. REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

Length (feet)	Width (feet)	Turnarounds Required
0–150	20 ^{a, b}	None required
151–500	20 ^{a, b}	120-foot Hammerhead, 60-foot “Y” or 100-foot-diameter cul-de-sac in accordance with Figure D103.1
501–750	26 ^a	120-foot Hammerhead, 60-foot “Y” or 100-foot-diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

- a. The *fire code official* is authorized to increase the minimum width.
- b. 26-foot width where hydrants are located on access roads.

(305) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D103.5** to read as follows:

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

1. Where a single gate is provided, the minimum gate width shall be not less than 20 feet (6096 mm), or where more than one gate is provided the minimum unobstructed opening width across any driving surface shall be not less than 20 feet (6096 mm) and 26 feet (7925 mm) where fire hydrants are located along roadways. Where a fire apparatus road consists of a divided roadway, the minimum

unobstructed opening width across any driving surface shall be not less than 20 feet (6096 mm) and 26 feet (7925 mm) where fire hydrants are located along roadways. The *fire code official* is authorized to increase the minimum width.

2. Gates shall be of the side hinged swinging or horizontal sliding type. Side hinged swinging gates shall open in the direction of travel.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Electric gates shall be designed to be in the open position during a failure of the opening device or electrical power failure. Emergency opening devices shall be *approved* by the *fire code official*.
6. Methods of locking shall be submitted for approval by the *fire code official* and meet the requirements of Section 506.
7. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by a key box containing the key(s) and the lock-box is installed at the gate location.
8. Locking device specifications shall be submitted for approval by the *fire code official*.
9. Electric gate operators, where provided, shall be listed in accordance with UL 325.
10. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200.

(306) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D103.6** to read as follows:

D103.6 Signs and markings. Where required by the *fire code official*, new and existing fire apparatus access roads shall be marked with permanent NO PARKING — FIRE LANE — TOW / AWAY ZONE markings and signs complying with Figure D103.6. Markings shall be a minimum 6-inch (153 mm) wide red background with a minimum 4 inch (102 mm) high white lettering and where required by the *fire code official* for large complex's stripping shall be a minimum 8-inch-wide red background with a minimum 6-inch-high white lettering. Signs shall have red letters on a white reflective background and have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high for NO PARKING – FIRE LANE and a minimum dimension of 12 inches (305 mm) wide by 6 inches (153 mm) high for TOW – AWAY ZONE or overall dimension of 12 inches (305 mm) wide by 24 inches (610 mm) high with all of the wording and arrows. The minimum height, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement, of signs installed at the side of the road in rural areas shall be 7 feet. The minimum height, measured vertically from the bottom of the sign to the top of the curb, or in the absence of curb, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way, of signs installed at the side of the road in business, commercial, or residential areas where parking or pedestrian movements are likely to occur, or where the view of the sign might be obstructed, shall be 7 feet. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2. The *fire code official* is authorized to increase the minimum width of marking strips and letter size for visibility.

Painted curbs and flat stripping shall comply with Figure D103.6. Where curbs are present the curb face and top shall be painted red with the lettering at the top of the curb face with the words “ FIRE LANE NO PARKING TOW-AWAY ZONE ” spaced a minimum every 45 feet and a transition to a flat stripe at parking areas and approach ramps. Stenciling and stripping shall be on curb face where curbs are present.

When signs with arrows are used to indicate the extent of the restricted zones, the signs shall be set at an angle of not less than 30 degrees nor more than 45 degrees with the line of traffic flow in order to be visible to approaching traffic. If the signs are mounted at an angle of 90 degrees to the curb line, two signs shall be mounted back to back at the transition point between two parking zones, each with the appended message THIS SIDE OF SIGN. At intermediate points within a zone, a single sign without any arrow or appended plaque should be used, facing in the direction of approaching traffic. Otherwise, the standards of placement should be the same as for signs using directional arrows.

Spacing of signs without painted marking/stripping shall be at intervals not exceeding 45 feet (13 716 mm) and based on legibility and sign orientation. The *fire code official* is authorized to decrease the minimum distance between signs because of location on property, topography, obstructions, or other similar conditions.

**FIGURE D103.6
FIRE LANE MARKINGS AND SIGNS**

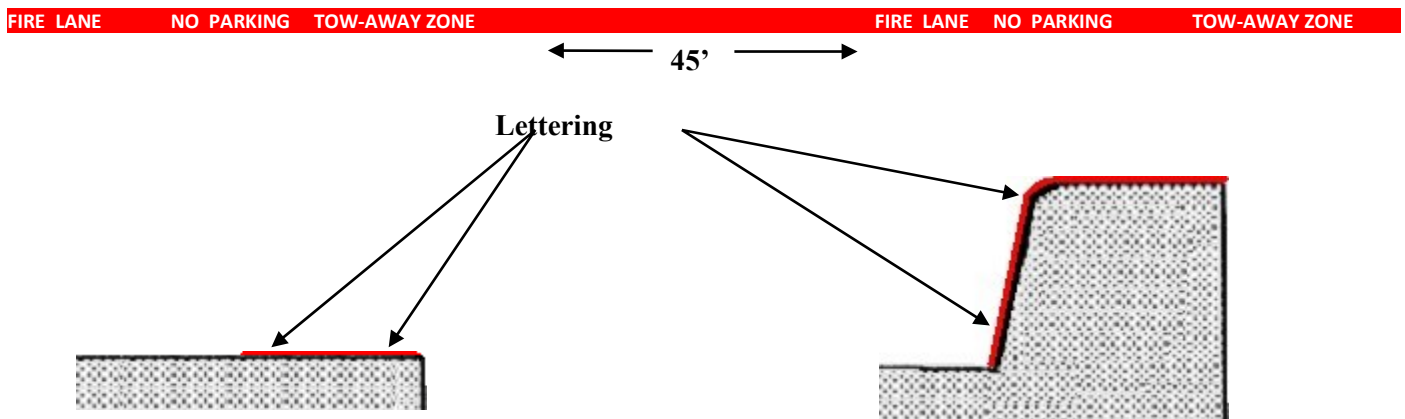
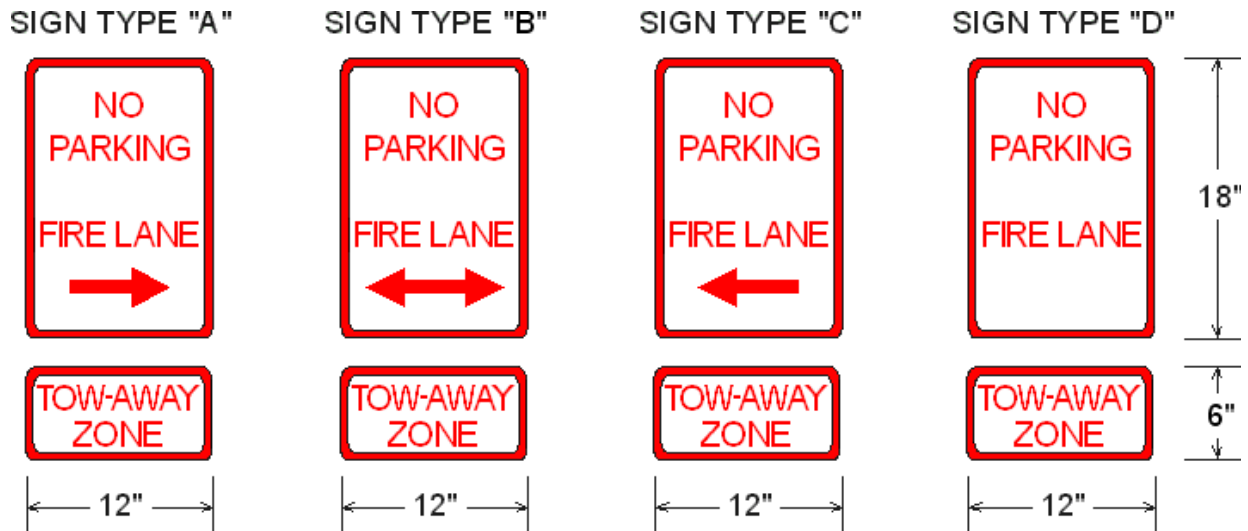


FIGURE D103.6 - continued
FIRE LANE MARKINGS AND SIGNS



(307) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by deleting the exception **D104.2** to read as follows:

D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross *building area* of more than 62,000 square feet (5760 m²) shall be provided with two separate and *approved* fire apparatus access roads.

(308) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D104.3** to read as follows:

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

(309) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D105.2** to read as follows:

D105.2 Width and grade. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm) exclusive of shoulders, in the immediate vicinity of any building or portion thereof. Aerial fire apparatus access roads shall not exceed 8 percent in grade.

(310) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D106.1** to read as follows:

D106.1 Multiple-family Residential Projects including townhouses and multiplex units and projects having up to 60 dwelling units. Multiple-family residential projects having up to 60 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads.

Exception:

1. The number of *dwelling units* on a single fire apparatus access road shall not be increased unless the fire apparatus access road connects to a public way. No further development shall occur once the maximum number of *dwelling units* allowed by this Section has been reached unless the second *approved* fire apparatus access road has been extended to a public way. Where *approved* by the *fire code official* and where there is reasonable assurance the fire apparatus access road will connect with future development having access to a public way provided that the development is currently underway and an agreement is signed providing for the access to be completed within a year of the permitting for the increase of *dwelling units*.
2. Projects having up to 60 *dwelling units* may have a single *approved* fire apparatus access road when all buildings, including nonresidential occupancies, are equipped throughout (all areas and to include attic spaces not just occupiable areas) with *approved automatic sprinkler systems* installed in accordance with Section 903.3.1.1 or 903.3.1.2.

(311) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D106.2** to read as follows:

D106.2 Multiple-family Residential Projects including townhouses and multiplex units and projects having more than 60 dwelling units. Multiple-family residential projects having more than 60 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads regardless of whether they are equipped with an *approved automatic sprinkler system*.

(312) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D106.3** to read as follows:

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

(313) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D107.1** to read as follows:

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads.

Exceptions:

1. The number of *dwelling units* on a single fire apparatus access road shall not be increased unless the fire apparatus access road connects to a public way. No further development shall occur once the maximum number of *dwelling units* allowed by this Section has been reached unless the second *approved* fire apparatus access road has been extended to a public way. Where *approved* by the *fire code official* and where there is reasonable assurance the fire apparatus access road will connect with future development having access to a public way provided that the development is currently underway and an agreement is signed providing for the access

- to be completed within a year of the permitting for the increase of *dwelling units*.
2. Where there are more than 30 *dwelling units* on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3 of the *International Fire Code*, access from two directions shall not be required.

(314) APPENDIX D FIRE APPARATUS ACCESS ROADS is hereby amended by amending **D107.2** to read as follows:

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

(315) APPENDIX H HAZARDOUS MATERIAL MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENTS (HMIS) INSTRUCTIONS is hereby amended by amending **H101.1** to read as follows:

H101.1 Part A. (See Example Format in Figure H101.1).

1. Fill out items and sign the declaration. Declarations are to comply with this Section and Section 5001.2.
2. Part A of this section is required to be updated and submitted annually, or within 30 days of a change of chemicals or quantities, process, or management change

(316) APPENDIX H HAZARDOUS MATERIAL MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENTS (HMIS) INSTRUCTIONS is hereby amended by amending **H101.2** to read as follows:

H101.2 Part B—General Facility Description/Site Plan. (See Example Format in Figure H101.2).

1. Provide a site plan on a minimum 11 inch by 17-inch paper and in an electronic format, showing the locations of all buildings, structures, outdoor chemical control or storage and use areas, parking lots, internal roads, fire lanes, storm and sanitary sewers, trash/waste dumpsters, wells, and adjacent property uses. Indicate the scale (scale is to be a common number), North indicating arrow, and the date the drawing was completed.

(317) APPENDIX H HAZARDOUS MATERIAL MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENTS (HMIS) INSTRUCTIONS is hereby amended by amending **H101.3** to read as follows:

H101.3 Part C—Facility Storage Map – Confidential Information (See Example Format in Figure H101.3).

1. Provide a floor plan of each building identified on the site plan as containing chemicals or hazardous materials on a minimum 11 inch by 17-inch paper and in an electronic format, with the North indicating arrow, a description of use for all rooms, and showing the location of each storage and use area.
2. Identify storage and use areas, including hazard waste storage areas.

3. Show the following:
 - 3.1 Access to each storage and use area.
 - 3.2 Location of emergency equipment.
 - 3.3 Location where liaison will meet emergency responders.
 - 3.4 Facility evacuation meeting point locations.
 - 3.5 The general purpose (description of use) of the other areas within the building.
 - 3.6 Location of all aboveground and underground tanks to include sumps, vaults, below- grade treatment systems, piping, etc.
 - 3.7 Show hazard classes in each area.
 - 3.8 Show locations of all Group H occupancies to include chemical storage areas in Non- Group H areas, *control areas*, and exterior storage and use areas.
 - 3.9 Show emergency exits.

(318) APPENDIX H HAZARDOUS MATERIAL MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENTS (HMIS) INSTRUCTIONS is hereby amended by amending **H102.1** to read as follows:

H102.1 Inventory statement contents.

1. HMIS Summary Report (See Example Format in Figure H102.1).
 - 1.1 Complete a summary report for each *control area*, Group H occupancy and chemical storage areas in Non-Group H areas.
 - 1.2 The storage summary report includes the HMIS Inventory Report amounts in storage, use-closed, and use-open conditions.
 - 1.3 Provide separate summary reports for storage, use-closed and use-open conditions.
 - 1.4 IBC/IFC Hazard Class.
 - 1.5 Inventory Amount. [Solid (lb), Liquid (gal), Gas (cu ft, gal, or lbs)].
 - 1.6 IBC/IFC *Maximum Allowable Quantity per control area* (MAQ). (If applicable, double MAQ for sprinkler protection and/or storage in cabinets. For wholesale and retail sales occupancies, go to Tables 5003.11.1 and 5704.3.4.1 of the *International Fire Code* for MAQs.)
2. HMIS Inventory Report (See Example Format in Figure 5).
 - 2.1 Complete an inventory report by listing products by location.
 - 2.2 Product name.
 - 2.3 Components. (For mixtures specify percentages of major components if available.)
 - 2.4 Chemical Abstract Service (CAS) Number. (For mixtures list (CAS) Numbers of major components if available.)
 - 2.5 Location. (Identify the control area or, if it is a Group H occupancy, provide the classification, such as H-2, H-3, etc.)
 - 2.6 Container type and container capacity. (Provide type of material product container, vessel, or tank is made of and size of container along with quantity of containers.)
 - 2.7 Hazard Classification. (List applicable classifications for each product.)
 - 2.8 Stored. (Amount of product in storage conditions.)
 - 2.9 Closed. (Amount of product in use-closed systems.)
 - 2.10 Open. (Amount of product in use-open systems.)

Facilities that have prepared, filed and submitted a Tier II Inventory Report required by the U. S. Environmental Protection Agency (USEPA) or as required by the state and that has secured USEPA

approval for a similar form is still required to submit the HMIS Summary Report unless the submitted Tier II Inventory Report includes all information specified in H102.1(1) and (2) of this section.

(319) APPENDIX J BUILDING INFORMATION SIGN is hereby amended by amending **J101.1.1** to read as follows:

J101.1.1 Sign Location. The building information sign shall be placed at one of the following locations:

1. On the entry door or sidelight at a minimum height of 42 inches (1067 mm) above the walking surface on the address side of the building or structure.
2. On the exterior surface of the building or structure on either side of the entry door, not more than 3 feet (76 mm) from the entrance door, or below the Knox key box at the primary entry, at a minimum height of 42 inches (1067 mm) above the walking surface on the address side of the building or structure.

(320) APPENDIX J BUILDING INFORMATION SIGN is hereby amended by amending **J101.1.4** to read as follows:

J101.1.4 Sign size and lettering. The minimum size of the building information sign and lettering shall be in accordance with the following:

1. The width and height shall be a minimum 8 inches by 8 inches (203 mm by 203 mm), but not smaller than needed to contain the required wording.
2. The height or width of each Maltese cross wing area shall be a minimum 1 1/8 inches (29 mm) and have a stroke width of 1/2 inch (13 mm), but stay proportional to the overall size of the center circle or oval.
3. The center of the Maltese cross, a circle or oval, shall be large enough to contain all required wording.
4. All Roman numerals and alphabetic designations, shall be 1 1/4 inch (32 mm) height and have a stroke width of 1/4 inch (6 mm).

J101.3 to read as follows:

J101.3 Construction type (top wing). The building method and construction types shall be used to set the type of construction and shall be designated by assigning the appropriate Roman numeral, and letter, placed inside the top wing of the Maltese cross. The hourly rating provided is for the structural framing in accordance with Table 601 of the International Building Code.

BUILDING METHOD	CONSTRUCTION TYPE	FIRE-RESISTANCE RATING
Concrete Construction	IA—Noncombustible	3 Hours
Concrete Construction	IB—Noncombustible	2 Hours
Metal Structural Building	IIA—Noncombustible	1 Hour
Metal Structural Building	IIB—Noncombustible	0 Hours
Brick or Block Structural Wall	IIIA—Noncombustible/combustible	1 Hour
Brick or Block Structural Wall	IIIB—Noncombustible/combustible	0 Hours

Log & Wood Beam Construction	IV—Heavy timber (HT)	HT
Wood-Frame Construction	VA—Combustible	1 Hour
Wood-Frame Construction	VB—Combustible	0 Hours

(321) APPENDIX J BUILDING INFORMATION SIGN is hereby amended by amending **J101.7** to read as follows:

J101.7 Tactical considerations (center circle). The center circle shall include the information necessary for an overview of the building statistics and, where required, the letters “TC” for “tactical considerations”. Where needed for unique situation(s) and tactical considerations signs shall be identified and the information provided to the fire dispatch communications center to further assist fire fighters in identifying that there is special consideration(s) for this occupancy. The minimum information required in the center circle shall include, but not limited to:

1. Type of roof material and type of roof supporting structure including but not limited to bar joists, solid wood joists, rafters, trusses, wood web joists with pressed in metal attachment plates, cold-formed galvanized steel, light weight steel, open web steel joists, purlin joists, I-joists and I-beams; green roof with vegetation, soil and plants.
2. Roof access and location (interior or exterior).
3. Electrical main, gas main, and similar disconnect locations.
4. Floor structural members where more than one type is present including but not limited to pier and beam, post-tension concrete, reinforced concrete.

Special consideration designations include, but are not limited to:

1. Impact-resistant drywall with locations.
2. Impact-resistant glazing, such as blast, bullet, or hurricane-type glass with locations.
3. Medical gases (as defined in NFPA 99) with locations and type of gases, to include shutoff valve locations if remote from the cylinder and/or manifold.
4. Hazardous materials to include those under the maximum allowable quantities (such as *explosives*, chemicals, plastics, gases to include hazardous and/or toxic refrigeration and air conditioning system gases, acetylene and oxygen sets/cylinders/systems).
5. Solar panels and DC electrical energy.
6. HVAC system; and smoke management system for pressurization and exhaust methods.
7. Elevators, dumbwaiters, escalators, and similar.
8. Gas detection systems with locations and type.
9. High piled storage areas.
10. Overhead cranes, hoists, lifts, and similar.
11. Floor pits with locations.
12. Tire storage with location (interior or exterior).
13. Paint booths, paint mixing rooms.
14. Other unique characteristic(s) within the building that are ranked according to a potential risk to occupants and fire fighters.

Utility main disconnects shall be identified by firefighter nomenclature. Where located near the middle of a building side, A Side, B Side, C Side, or D Side. Where located near a corner of a building side, A Side corner of B Side, B Side corner of C Side, etc. Where not located along a building side, Located on pole corner of B Side C Side, or similar. Front of the building being A, clockwise to the left side being B, with the rear being C, and the right-side being D.

(322) APPENDIX L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS is hereby amended by amending **L101.1** to read as follows:

L101.1 Scope. Fire fighter air replenishment systems (FARS) shall be provided in accordance with this appendix in new and existing buildings when any of the following conditions occur:

1. Any new building 4 or more stories in height.
2. Any new building with 2 or more floors below grade.
3. Any new building 500,000 square feet total all floors, levels, and areas or more in size, except where the fire fighter air replenishment systems (FARS) are needed as determined by the fire code official the size can be 300,000 square feet total all floors, levels, and areas or more based on the occupancy Group and use.
4. Any existing building remodels that equal 50% or more of the existing building floor area in buildings that meet the square footage threshold or building additions where an increase in building size or height exceeds the square footage threshold.

Each stairwell shall have a supply riser. SCBA fill panels shall be located on odd numbered floors commencing at the first level in the primary stairwell and on even numbered floors commencing at level 2 in the remaining stairwells. Fill panels in multi- or single-story buildings over 300,000 square feet shall be located adjacent to each standpipe connection and any locations as required by the fire code official

(323) APPENDIX L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS is hereby amended by amending **L104.13.1** to read as follows:

L104.13.1 Locations. Fill stations for refilling breathing air cylinders shall be located in accordance with Section L101.1 and any locations as required by the fire code official

(324) APPENDIX L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS is hereby amended by amending **L104.14** to read as follows:

L104.14 External mobile air connection. An external mobile air connection shall be provided for fire department mobile air apparatus where required by Section L104.5 to supply the system with breathing air.

The external mobile air connection shall be located with *approved* separation from the Fire Department Connection (FDC) to allow functionality of both devices by first responders; shall be visible from and within 50 ft. of a fire apparatus access road along an unobstructed path; and shall be located in an *approved* secured cabinet with *approved* signage.

(325) That the following sub-sections of this Code hereby amended to establish the geographic limits referred to in certain sections of this Code as follows:

- a. CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS is hereby amended by amending **5704.2.9.6.1** to establish geographic limits within the jurisdiction as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

Prohibited locations shall be in all zoning districts except as allowed in areas as regulated by the adopted Unified Development Code. Setback requirements shall be determined by the fire code official, after consideration of special features such as topographical conditions, nature of occupancy, nature of occupancy of adjacent structures, and proximity to buildings, capacity of proposed containers, degree of fire protection to be provided, and capabilities of the local fire department.

- b. CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS is hereby amended by amending **5706.2.4.4** to establish geographic limits within the jurisdiction as follows:

Section 5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

Prohibited locations shall be in all zoning districts except as allowed in areas as regulated by the adopted Unified Development Code. Setback requirements shall be determined by the fire code official, after consideration of special features such as topographical conditions, nature of occupancy, nature of occupancy of adjacent structures, and proximity to buildings, capacity of proposed containers, degree of fire protection to be provided, and capabilities of the local fire department.

- c. CHAPTER 58 FLAMMABLE GASES AND FLAMMABLE CRYOGENIC LIQUIDS is hereby amended by amending **5806.2** to establish geographic limits within the jurisdiction as follows:

5806.2 Limitations. Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

Prohibited locations shall be in all zoning districts except as allowed in areas as regulated by the adopted Unified Development Code. Setback requirements shall be determined by the fire code official, after consideration of special features such as topographical conditions, nature of occupancy, nature of occupancy of adjacent structures, and proximity to buildings, capacity of proposed containers, degree of fire protection to be provided, and capabilities of the local fire department.

- d. CHAPTER 61 LIQUEFIED PETROLEUM GASES is hereby amended by amending **6104.2** to establish geographic limits within the jurisdiction as follows:

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L).

Prohibited locations shall be in all zoning districts except as allowed in areas as regulated by the adopted Unified Development Code.

Exception: In particular installations, this capacity limit shall be determined by the *fire code official*, after consideration of special features such as topographical conditions, nature of occupancy, nature of occupancy of adjacent structures, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided, and capabilities of the local fire department.

Sec. 14-14. - Board of appeals.

(a) A board of appeals is hereby created in order to hear and decide appeals of orders, decisions or determinations by the building or code official relative to the application and interpretation of any code adopted under this chapter, unless another board is designated to handle such matters by this Code or state law. The board of appeals may also hear appeals from a decision of the city manager relative to the applications for the placement or replacement of a mobile home in this Code.

(b) The city council may act as the board of appeals or may appoint members to serve on the board. If positions on the board are appointed, then the board shall consist of five members each of whom shall serve staggered and overlapping terms for two-year periods, or until a successor has been appointed. Employees of the city will not be eligible for appointment to the board. The appointed board members shall serve and hold office at the will and pleasure of the city council. The building or code official shall be an ex officio member of the board but shall have no vote on any matter before the board.

(c) The board shall adopt rules of procedure for conducting its business, hear appeals regarding all technical code violations and variances, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building or code official.

(d) A permit applicant, landowner or other aggrieved person may appeal the decision of an official responsible for enforcement of the city's adopted building codes, as amended, applying a regulation or standard to the construction, renovation, maintenance, or other alteration of a residential or commercial building, which regulation or standard is asserted to be prohibited by Chapter 3000, Tex Gov't Code. The aggrieved party shall identify each provision in a national model code within the last three code cycles that approves the use of such building material, product, or aesthetic method.

(e) An application for appeal shall be based on a claim that the true intent of this chapter or the rules legally adopted herein have been incorrectly interpreted, the provisions of this chapter do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive the requirements of this chapter.

(f) An appeal shall be made by filing a written request with the city secretary within 20 days of the issuance of an order, decision or determination of the building official. The board of appeals shall meet to hold a hearing on the application for appeal within 30 business days from the filing of the application. The board of appeals shall file its decision in the office of the city secretary and shall furnish certified copies to the appellant and the applicable official.

(g) The building official shall take immediate action in accordance with the decision of the construction board of adjustments and appeals.

Sec. 14-15. – Fee schedules.

The amount of any of fee, fine or rate created in this chapter or referenced in the technical code shall be established by ordinance or resolution of the city council, from time to time, and made available for public examination in the office of the city secretary.

Sec. 14-16. – Violations and penalties.

(a) Violations of the provisions under this chapter are hereby deemed violations of ordinances, rules, or police regulations that govern fire safety, zoning, and public health and sanitation.

(b) Persons who shall violate any provision under this chapter, or shall fail to comply with any of the requirements thereof, who shall provide false, misleading or fraudulent information in an application for a permit issued under this chapter or in any document relating or attached thereto, or who shall fail to comply with the directive of the city official charged with the responsibility of enforcing the provisions of this chapter, or of a permit or certificate used under provisions of this Code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished according to the general penalties imposed for violations of ordinances, rules, or police regulations that govern fire safety, zoning, and public health and sanitation as described under subsection 1-13(b) of this Code. Each day that such a violation is permitted to exist shall constitute a separate offense.

(c) Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than \$2,000.00.

Sec. 14-17 Stop work orders.

If the building official or fire code official as applicable determines that any work regulated by this chapter is performed in violation of the provisions of this Code or in a dangerous or unsafe manner, the building official may issue a stop work order. Any such stop work order shall be in writing and shall state the conditions under which work is authorized to resume. Where an emergency exists, the applicable official may issue a verbal stop work order, which shall be followed by a written stop work order within 24 hours of the verbal stop work order. Upon delivery of a stop work order to the owner of the property subject to the stop work order, to such owner's agent or to a person performing work subject to the stop work order, work covered by the order shall immediately cease. No person shall perform any work subject to a stop work order, except as such performance cures a violation or an unsafe condition.



City Council Regular Meeting Staff Report

J. Discussion/Feedback on adopting the 2021 International Codes and the 2023 National Electric Code. (Mr. Hanson)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12J.

From
Matt Hanson, City Building Official

SUBJECT:
Discussion/Direction on adopting the 2021 I-Codes and the 2023 National Electric Code.

ITEM SUMMARY:
Presentation on the benefits and significant changes moving from the 2015 I-Codes to the 2021 I-Codes, and the 2017 NEC to the 2023 NEC.

The attached PowerPoint presentation provides additional details. It covers:

- Surrounding Community Code Comparison
- ISO Ratings and BCEGS
- High-Level Comparison between the 2015 and 2021 I-Codes
- High-Level Overview of the 2023 NEC and State Mandate

I ask that Council keeps the following in mind during the presentation.

- Does Council have any questions about the information provided?
- Does Council wish to direct staff to bring back an ordinance adopting the codes as presented?

STAFF RECOMMENDATION

Staff recommends council direct the CBO to bring back an Ordinance for Council's approval, to adopt the 2021 I-Codes and the 2023 National Electric Code as presented.

FINANCIAL IMPACT:

Not applicable.

SUBMITTED BY:

Matt Hanson, Chief Building Official

ATTACHMENTS:

1. [2021 I-Codes & 2023 NEC Code Adoption PP Presentation](#)
2. [2021 Code Adoption Local Amendments](#)

Attachments

[2021 I-Codes 2023 NEC Code Adoption Presentation_10.15.24_2.pdf](#)

**Overview of
2021 International Building Code (IBC)
and
2023 National Electrical Code (NEC)**

Presented by Matt Hanson, Chief Building Official

October 15, 2024



Presentation Overview

- Community Comparison of Adopted IBC and NEC
- ISO Rating and BCEGS
- High-Level Comparison between the 2015 and 2021 Codes
- State Mandate on National Electrical Code
- Feedback and Direction



Council Feedback and Direction

I ask that Council keeps these questions in mind throughout the presentation.

- Does the Council have any questions about the major changes from the 2015 to 2021 ICC books as presented?
- Does the Council have any questions about the major changes from the 2017 to 2023 NEC as presented?
- Does the council support moving forward on adopting ordinances for October 29th?



Community Comparison of Adopted Codes

Municipality	I Code	Electrical Code
• San Antonio	2021	2020
• Seguin	2018	2020
• New Braunfels	2021	2023
• Schertz	2018	2020
• Universal City	2021	2020
• Converse	2021	2020
• Live Oak	2021	2020
• Windcrest	2024	2023
• Cibolo	2015	2017



Insurance Services Office (ISO) & Building Code Effectiveness Grading Schedule (BCEGS)

- Building Code Effectiveness Grading Schedule (BCEGS), is a program administered by ISO that evaluates building departments in jurisdictions across the country pertaining to their building code adoption and enforcement.
- Municipalities with well-enforced, up-to-date codes increase their BCEGS score and should demonstrate better loss experience, and insurance rates can reflect that.

Administration of Building Codes
Adopted building code
Adopted sub-codes
State and local code amendments
Method of code adoption
Natural hazards impacting the jurisdiction



FEMA

Flood Resistant Provisions of the 2021 International Codes (2021)

The 2021 edition of the International Codes (I-Codes) contains provisions that meet or exceed the minimum flood-resistant design and construction requirements of the NFIP for buildings and structures. This page will contain the following documents, prepared by FEMA, related to the flood provisions of the 2021 I-Codes:

- A compilation of flood resistant provisions of the 2021 I-Codes (IBC, IRC, IEBC, IMC, IPC, IFGC, IFC, ISPSC, IPSDC, and ICC Performance Code)

- A summary of changes to the flood provisions from the 2018 I-Codes

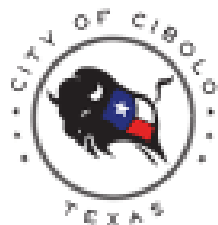


2021 International Codes (I Codes)

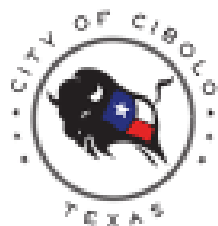
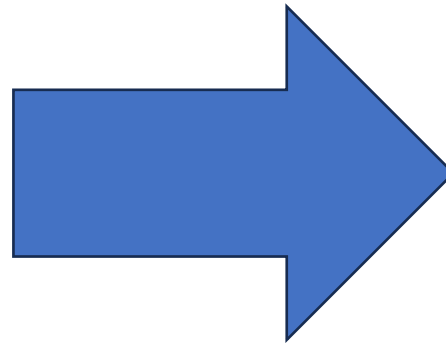
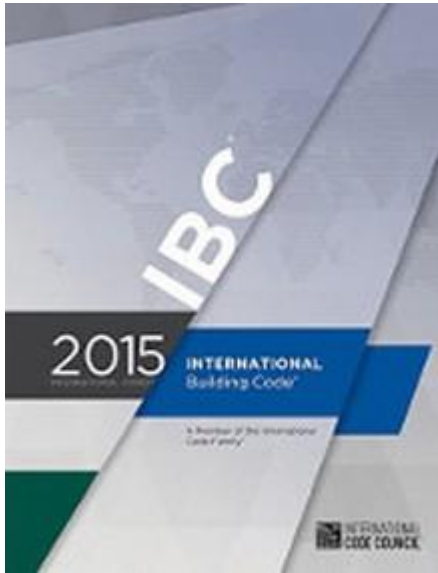


Proposed Codes for Adoption

- 2021 International Building Code
- 2021 International Residential Code
- 2021 International Fire Code
- 2021 International Plumbing Code
- 2021 International Private Sewage Disposal Code
- 2021 International Existing Building Code
- 2021 International Mechanical Code
- 2021 International Swimming Pool and Spa
- 2021 International Fuel Gas Code
- 2021 International Energy Conservation Code
- 2021 International Property Maintenance Code
- 2021 International Zoning Code
- 2023 National Electric Code



Significant Changes Moving to the 2021 IBC



2021 International Building Code (IBC)

CHANGE SUMMARY:

IBC Chapter 2 Section 202 Definitions

- Change of Occupancy definition revised to include a change in the level of activity within a building or structure. IBC 202.
- This promotes fire and life safety for occupants, neighboring occupants, and patrons of both; by helping to ensure the correct designation and code requirements are applied to businesses that have significantly increased activity levels from when they received their first Certificate of Occupancy.



2021 International Building Code (IBC)

CHANGE SUMMARY:

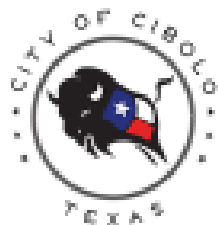
IBC Chapter 10 Section 1010.2.8 Locking arrangements in educational occupancies.

- Enhanced Security Options for Schools, and Classrooms in Places of Worship
- Guidance has been provided to allow for enhanced security measures on educational classroom doors. By allowing locking arrangements designed to keep intruders from entering while remaining openable from the inside.

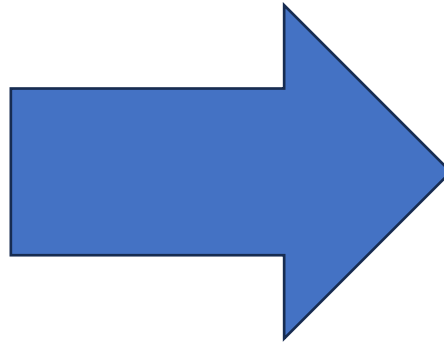
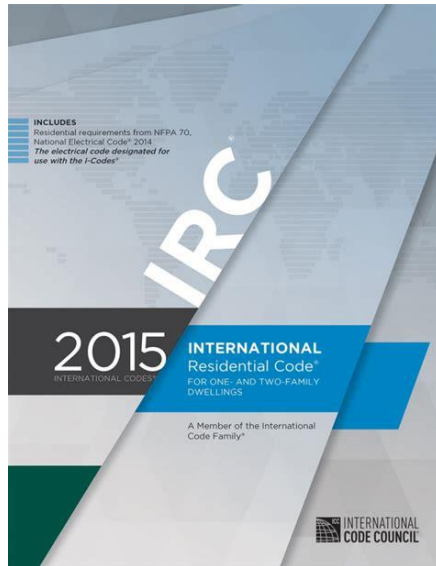


Other Significant Changes to the IBC

- **Risk Categories of Assembly Spaces (section 1604)** – Mixed occupancy buildings with assembly spaces are now designated as Risk Category III when the cumulative occupant load for the 300-plus-occupant assembly spaces exceeds 2,500 people.
- **Dead Loads (section 1606)**– Dead loads at the roof level have been clarified, as well as fixed service equipment concentrated loads.
- **Soil-Caused Uplift (section 1610)** – Hydrostatic and expansive soil uplift pressures are now addressed, as they had not been mentioned before.
- **Puzzle room (section 202)** – New definition to go with new regulations for escape rooms



Significant Changes Moving to the 2021 IRC



2021 International Residential Code (IRC)

Changes to Building

R308.4.2 Glazing Adjacent to Doors

Yes indicates safety glazing is required **2018**

< 180 degrees

< 180 degrees

Glazing adjacent to doors

IRC 2018 IRC Significant Changes

Intermodal Shipping Containers

- Provisions for construction with intermodal shipping containers added by referencing IBC Section 3315 and ICC G5 – *Guideline for the Safe Use of ISO Shipping Containers Repurposed as Buildings and Building Components*

§R301.1.4

IRC 2021

ICC G5-2019

2021 IRC Significant Changes

R703.2 Water-resistive Barrier

- Per manufacturer
- Required for detached accessory buildings

IRC 2018 IRC Significant Changes

Stairways and Ramps

- The provisions of Sections R311.7 and R311.8 apply only to stairways and ramps within or serving:
 - Building
 - Porch or
 - Deck
- Stair exceptions:
 - nonhabitable attics
 - crawl spaces

§ R311.7, R311.8

IRC 2021

2021 IRC Significant Changes

Two-Family Dwelling Separation

- 1-hour separation whether or not a lot line exists between units

§ R302.3

IRC 2021

2021 IRC Significant Changes

Maximum Deck Beam Spans

50 psf Ground Snow Load

Beam Species	Beam Size	Effective Deck Joist Span Length (ft)			
		6	10	14	18
Southern Pine	1-2x6	4-6	3-6	2-11	2-7
	1-2x8	5-9	4-5	3-9	3-3
	1-2x10	6-9	5-3	4-5	3-11
	1-2x12	8-0	6-2	5-3	4-7
	2-2x6	6-8	5-2	4-4	3-10
	2-2x8	8-6	6-7	5-7	4-11
	2-2x10	10-1	7-10	6-7	5-10
	2-2x12	11-11	9-2	7-9	6-10
	3-2x6	7-11	6-6	5-6	4-10
	3-2x8	10-5	8-3	6-11	6-2
	3-2x10	12-8	9-9	8-3	7-3
	3-2x12	14-11	11-6	9-9	8-7

Table R507.5(2)

IRC 2021

2021 IRC Significant Changes

2021 International Residential Code (IRC)

Changes to Plumbing

P2503.7 Air Testing of PEX Piping



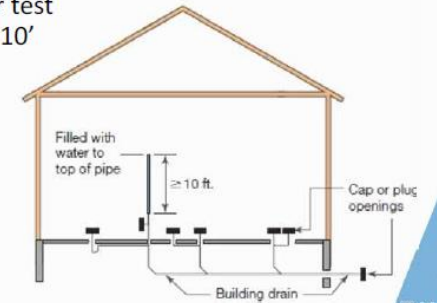
G2411.2, G2411.3 Electrical Bonding of CSST

- Arc-resistant CSST



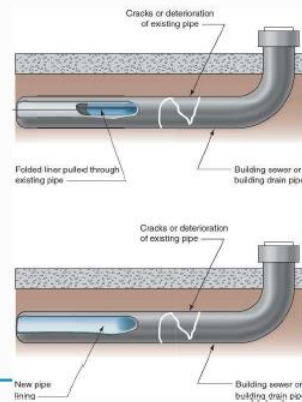
Drain, Waste & Vent System Testing

- Head pressure for DWV system water test increased to 10'
- Matches IPC

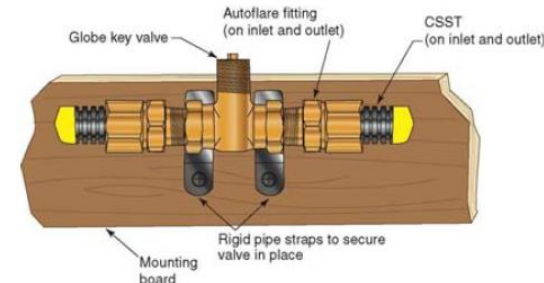


Relining of Building Sewers and Building Drains

- Recognizes various available technologies for relining of existing building sewer and building drainage piping
- Clarifies inspection procedures



G2420.6 Support for Shutoff Valves in Tubing Systems



2021 International Residential Code (IRC)

Changes to Energy

Floor Insulation

- Cavity insulation compliance
- Underside of subfloor
- Top side of ceiling
- Continuous insulation top side of ceiling

§ N1102.2.7
IRC
2021

2021 IRC Significant Changes 139

Energy Rating Index Analysis

- ERI values lowered to increase energy efficiency
- Additional 5% energy reduction applied
- New table lists all mandatory ERI compliance path requirements

§ N1106 & Table N1106.2
IRC
2021

2021 IRC Significant Changes 150

Lighting Equipment

- High-efficacy lighting now required in all permanent lighting fixtures
- New provisions regulate lighting controls for interior and exterior lighting

§ N1104
IRC
2021

2021 IRC Significant Changes 147

Building Air Leakage and Testing

- 5 ACH for all compliance paths
- 3 ACH for prescriptive path in climate zones 3-8
- Heated attached and detached garages field verified for air barrier and insulation
- Exception to quantify air leakage in attached and small volume dwelling units
- Changes throughout Air Barrier, Air Sealing, and Insulation Installation table

§ N1102.4 & Table N1102.4.1.1
IRC
2021

2021 IRC Significant Changes 141

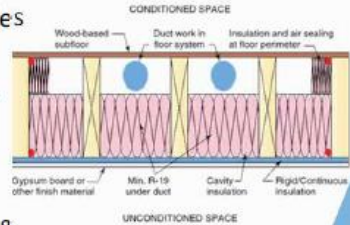


2021 International Residential Code (IRC)

Changes to Mechanical

Duct Installation

- Where ductwork qualifies as being in conditioned space
 - Duct system completely within continuous air barrier and thermal envelope
 - Duct work in ventilated attic and buried in ceiling insulation
 - Duct work in floor cavities over unconditioned space
 - Duct work in exterior walls



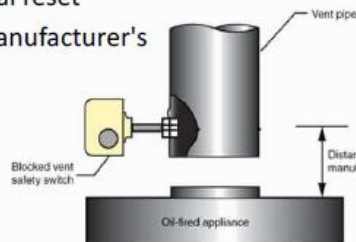
Commercial Cooking Appliances

- Prohibited



Blocked Vent Switch for Oil-fired Appliances

- Device will stop burner operation if venting system obstructed
- Requires manual reset
- Installed per manufacturer's instructions



Through-the-wall Vent Terminals

Figure Clearance	Clearance Location	Minimum Clearances for Direct-vent Terminals	Minimum Clearances for Nondirect-vent Terminals
A	Clearance above finished grade level, veranda, porch, deck, or balcony	12 inches	
B	Clearance to window or door that is openable	6 inches: Appliances ≤ 10,000 Btu/hr 9 inches: Appliances > 10,000 Btu/hr ≤ 50,000 Btu/hr 12 inches: Appliances > 50,000 Btu/hr ≤ 150,000 Btu/hr Appliances > 150,000 Btu/hr, per manufacturer's instructions ≤ clearances specified for Row B nondirect-vent terminals	4 feet below or to side of opening or 1 foot above opening
C	Clearance to non-openable window	None unless otherwise specified by appliance manufacturer	



Excerpt

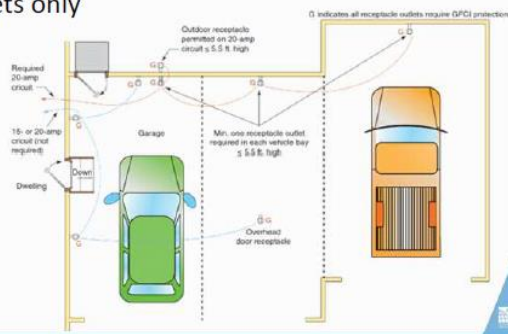


2021 International Residential Code (IRC)

Changes to Electric

Garage Branch Circuits

- Dedicated 20-amp circuits for required outlets only



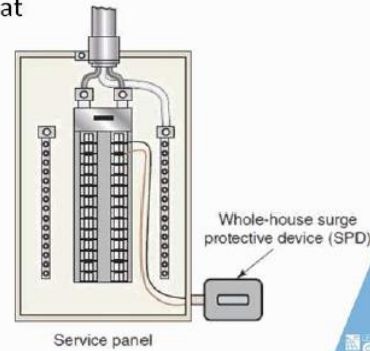
§ E3703.5
IRC
2021

2021 IRC Significant Changes

181

Service Surge-Protective Device

- SPD now required at service panel



§ E3606.5
IRC
2021

2021 IRC Significant Changes

178

GFCI 250-Volt Receptacles

- Required in identified areas
- 20-amp limitation removed



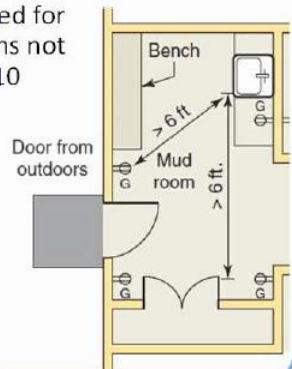
§ E3902
IRC
2021

2021 IRC Significant Changes

184

GFCI for Indoor Damp Locations

- Protection now required for damp and wet locations not included in the other 10 areas requiring GFCI protection



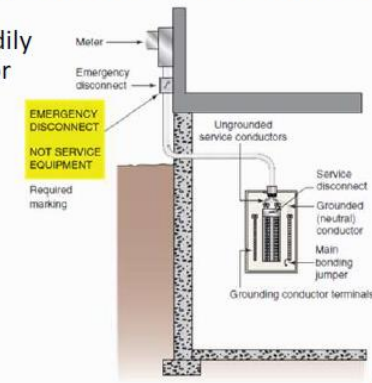
§ E3902.10
IRC
2021

2021 IRC Significant Changes

186

Emergency Service Disconnects

- Required in a readily accessible outdoor location



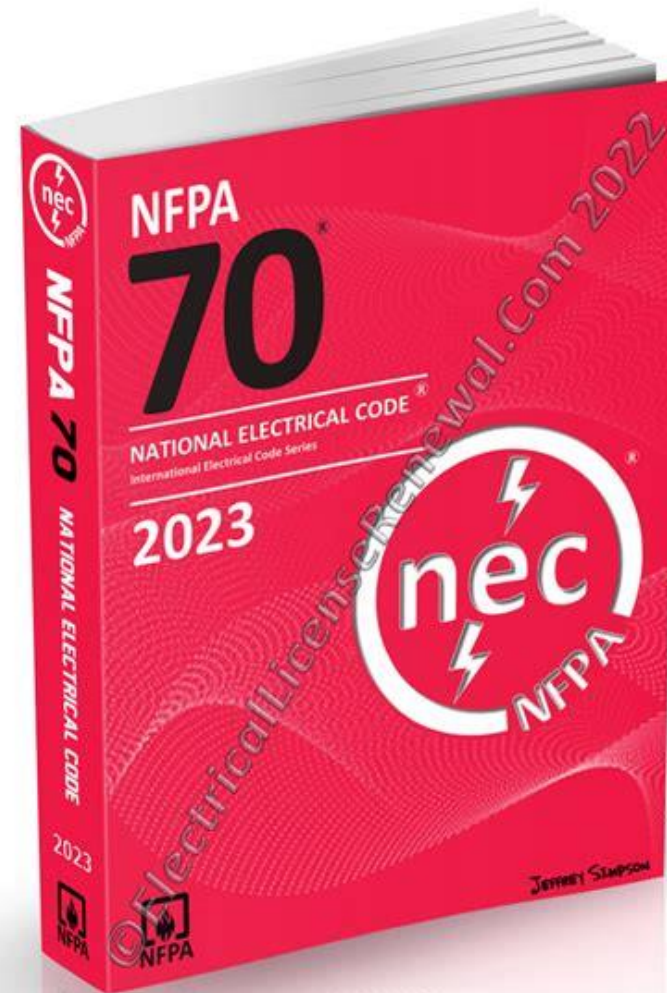
§ E3601.8
IRC
2021

2021 IRC Significant Changes

177



NFPA 70 Handbook–2023
National Electric Code
(NEC)



State Mandate on National Electrical Code

- This is a state-mandated code to ensure all electrical standards are consistent across jurisdictions, regardless of what a municipality has adopted.
- Texas adopted the 2023 NEC, effective Sept. 1, 2023.
- NEC is published every 3 years with the 2023 edition being the most current. First NEC was in 1897.
- All licensed electricians must follow the newest adopted code per licensing law under Section 1305.101, general power and duties.
- Cibolo is currently under the 2017 NEC.



Significant Changes we can Expect in the 2023 NEC

- **210.8(A)(2)** GFCI protection is required for up to 250-Volt receptacles in areas previously identified as requiring protection for 125-volt receptacles.
- **210.8(A)(11)** GFCI protection is now required for indoor damp and wet locations not included in the other specific locations identified in the code requiring GFCI protection. Some examples of this are mud rooms with direct access to outdoors and pet washing stations.
- **210.52(C)(3)** Changes the location requirements for receptacles on kitchen island and receptacles to not include sides of cabinets.



Existing Local Amendments to be Brought Over

Revised amendments adopted during the 2015 Code Adoption.

- Update code year references
- Update foundation requirements with new, more restrictive requirements
- Remove amendments made obsolete by the 2021 code adoption



Council Feedback and Direction

- Does the Council have any questions about the major changes from the 2015 to 2021 ICC books as presented?
- Does the Council have any questions about the major changes from the 2017 to 2023 NEC as presented?
- Does the council support moving forward on adopting ordinances for October 29th?





City Council Regular Meeting Staff Report

K. Discussion/Presentation/Feedback on a follow-up presentation related to school traffic and a possible amendment to the City's No Parking ordinance. (Mr. Huggins)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12K.
From	
Bryan Huggins, Executive Director - Safety and Infrastructure	

PRIOR CITY COUNCIL ACTION:

At the July 9, 2024 City Council meeting, Council received a presentation on school related traffic on Borgfeld Rd and Bentwood Ranch Dr. There was a draft amendment to the current No Parking ordinance for Council to consider prohibiting on-street parking on those two streets. Council did not take any action related to amending the ordinance, but did direct Staff to come back to Council after the school year commenced to evaluate traffic concerns at Weiderstein Elementary, Schlather Intermediate or any other schools with potential traffic concerns.

BACKGROUND:

The City has received complaints in the past about on-street parking on Borgfeld Rd and Bentwood Ranch Dr. This concern is fueled by parents and guardians of children attending Weiderstein Elementary arriving an hour or more before the final school bell and parking on the streets. With the construction of a new office complex near at the intersection of Borgfeld Rd and Bentwood Ranch Dr that has three (3) driveways, there was a new concern that those driveways would be blocked by those waiting to pick up children from school.

Staff did reach out to the SCUCISD representatives to inform them of the City's concerns with parking at Weiderstein Elementary and other schools. SCUCISD distributed a letter to parents asking them to find alternatives to parking on the streets, and specifically not to block any driveways to residents or businesses if they did park on city streets. To date, the City has not received any complaints about on street parking since the beginning of the 2024-2025 school year.

STAFF RECOMMENDATION:

Staff is seeking direction from Council if there is a consensus to amend the current No Parking ordinance to address on-street parking near specific schools. If the consensus is it amend the current ordinance, Staff will bring the ordinance back at a future meeting.

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[School Zone Parking Concerns_10-15-2024.pdf](#)



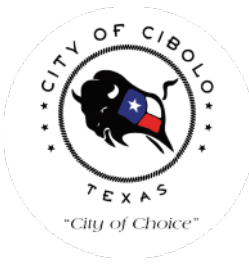
School Traffic Update

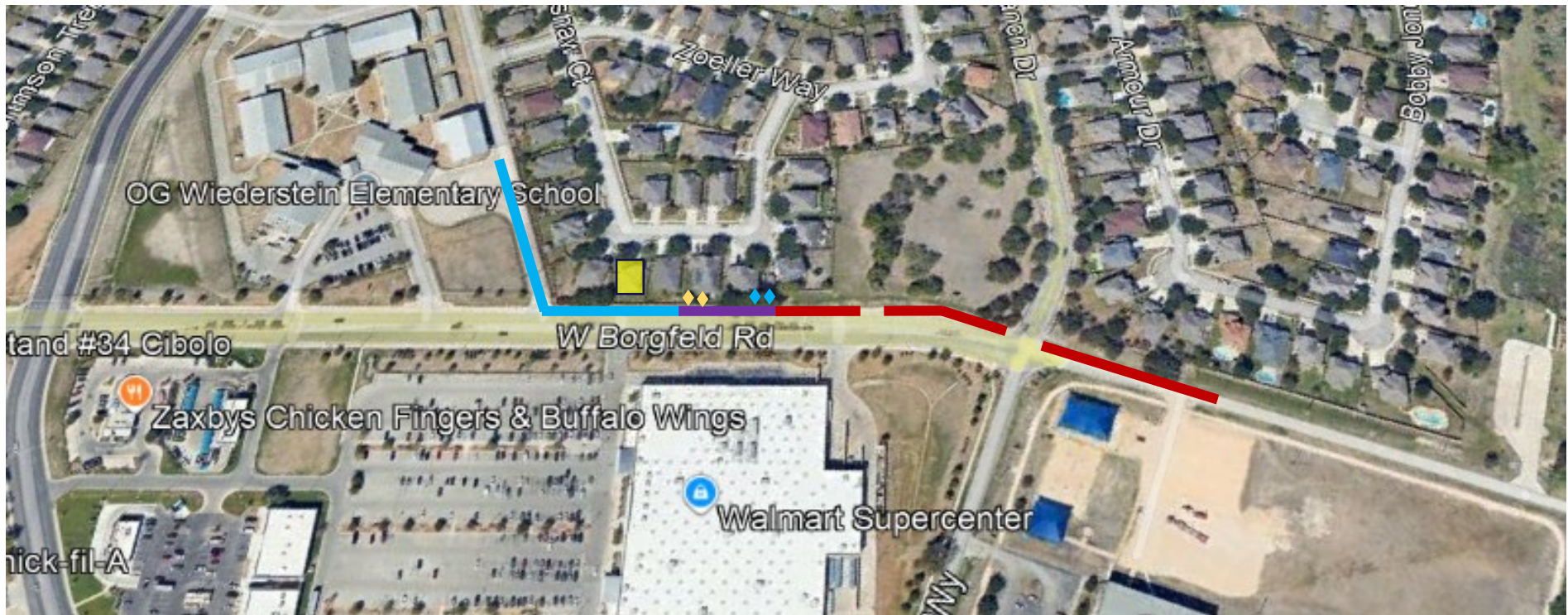


Presented By: Bryan Huggins

Council Direction and Feedback

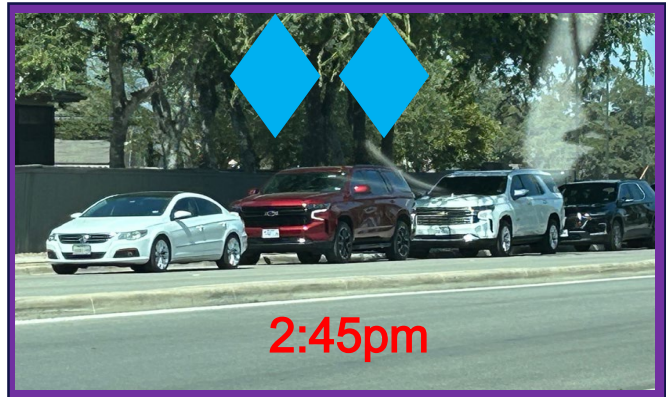
- At the July 9th City Council meeting, we presented a possible ordinance amendment to prohibit parking on Borgfeld Rd and Bentwood Ranch Dr. near Weiderstein Elementary. Council did not make any amendments to the current No Parking ordinance, and asked if we would analyze the traffic concerns after the school year was in session to determine if any adjustments needed to be made in the school zones.
- Does Council support any changes to the No Parking ordinance to address on-street parking near Weiderstein Elementary or any other schools?

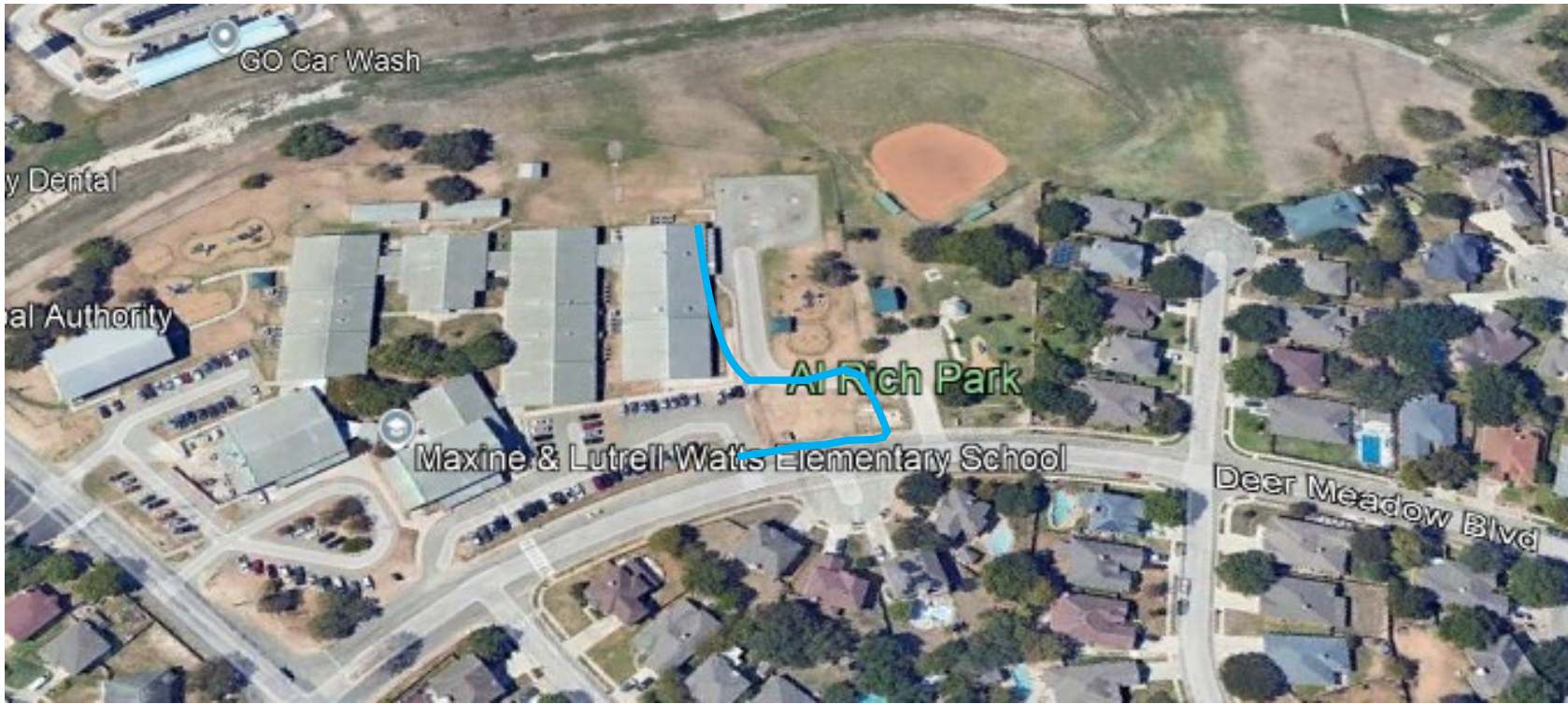




Weiderstein Elementary
2:25 – 3:10pm
School Release: 3:25 pm

No traffic build -up on Bentwood Ranch Dr. The driveway to the business complex under construction was also not blocked by parents.





Watts Elementary
2:30 - 3:05pm

School Release: 3:25 pm

Minimal traffic on Deer Meadow Blvd



2:30pm

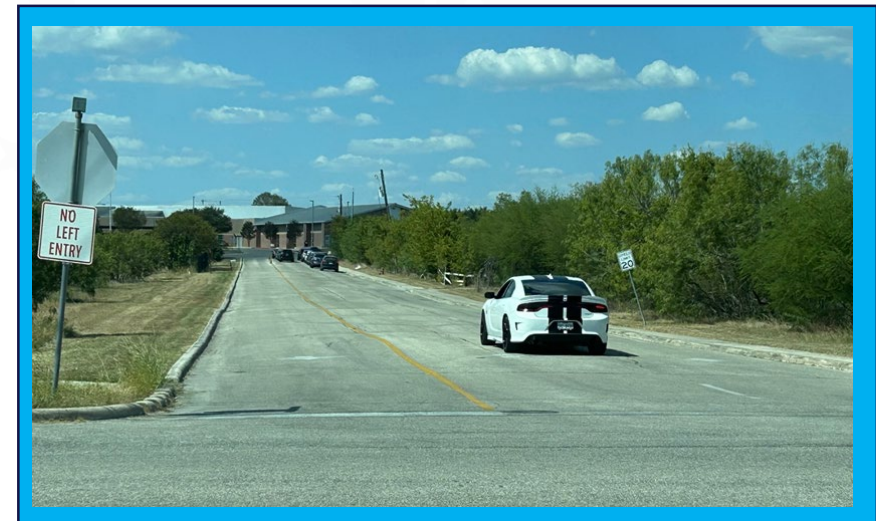


3:05 pm



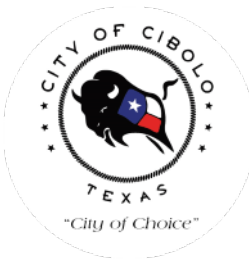
Schlather Intermediate
2:40 pm

School Release: 2:45 pm



Council Direction and Feedback

- At the July 9th City Council meeting, we presented a possible ordinance amendment to prohibit parking on Borgfeld Rd and Bentwood Ranch Dr. near Weiderstein Elementary. Council did not make any amendments to the current No Parking ordinance, and asked if we would analyze the traffic concerns after the school year was in session to determine if any adjustments needed to be made in the school zones.
- Does Council support any changes to the No Parking ordinance to address on-street parking near Weiderstein Elementary or any other schools?





City Council Regular Meeting Staff Report

L. Discussion/Feedback on the proposed updates to the FY25-27 Council Strategic Plan Implementation Matrix and Draft Annual Report. (Mr. Reed)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12L.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

As part of the annual review process for the Council's Strategic Plan and the 2nd Annual Report, the City Council previously approved the FY24-27 Council Strategic Plan Implementation Matrix (including staff's recommend changes) and the FY23 Annual Report during the September 12th, 2023, City Council meeting.

On September 24, 2024, Dustin Morris presented to City Council the proposed changes to the FY25-27 Council Strategic Plan Implementation Matrix and a draft version of the FY2024 Annual Report. The documents were provided to City Council for feedback prior to approval and direction at the first City Council meeting in October.

City Council was provided copies of both documents at the September 24th meeting. There are no attachments to this item.

BACKGROUND:

Tonight, the city manager is seeking feedback to the proposed changes to the FY25-27 Council Strategic Plan Implementation Matrix and draft version of the FY2024 Annual Report as provided to City Council at the September 24th Council meeting. At the previous meeting, Mr. Morris provided a presentation that covered the Implementation Matrix recommendations and the progress made on FY24 actions.

There is no action requested at this meeting. This item will return at the October 29th Council meeting for approval of the updated FY25-27 Strategic Plan and FY2024 Annual Report.

STAFF RECOMMENDATION:

At the September 24th meeting, Mr. Morris covered the current recommendations from staff for Council consideration and feedback:

1. Would Council be open to **removing** the remaining on-going goals that have been completed in previous years as they are now considered a way of doing business? (Examples are provided in presentation)
2. Would Council be open to **removing** any duplicate goals that exist either within either the same Strategic Goal or another to ensure the plan is precise and concise? (Examples are provided in presentation)
3. Would Council be open to **adding** new CIP projects identified during the FY25 budget and CIP workshops, as well as other new identified actions? (Examples are provided in the presentation)

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A



City Council Regular Meeting Staff Report

R. Discussion on the review and confirmation of all upcoming special meetings and workshops and scheduling the time, date, and place of additional special meetings or workshops. (Ms. Cimics)

Meeting	Agenda Group
Tuesday, October 15, 2024, 6:30 PM	Discussion/Action Item: 12R.

From
Peggy Cimics, City Secretary

PRIOR CITY COUNCIL ACTION:

N/A

BACKGROUND:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

MOTION(S):

N/A

Attachments

[Oct Nov 2024.pdf](#)

October






2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Parks Meeting 6:30pm	3	4	5
6	7	8	9 P&Z Meeting 6:30pm	10	11	12 Cibolofest 10-10
13	14 Town Hall 6pm-8pm	15 City Council 6:30pm	16 Meet the Candidate- Noble Group 6:30pm- 8:30pm	17 EDC Meeting 6:30pm	18	19 Town Hall 10am-12pm
20	21	22	23	24 Historic Meeting 6:30pm	25	26 Shred Day 8-12
27	28 Candlelight Vigil- Domestic Violence-Flag Pole City Hall 6pm Animal Advisory 6:30pm	29 City Council 6:30pm	30	31		

November



2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Non-Hazardous Waste Drop Off 8am-5pm	2 Non-Hazardous Waste Drop Off 8am-5pm Hazardous Waste Drop Off 8am-2pm
3 Non-Hazardous Waste Drop Off 8am-5pm	4	5 Election Day Go Vote! Today	6 Parks Meeting 6:30pm	7	8 Non-Hazardous Waste Drop Off 8am-5pm	9 Non-Hazardous Waste Drop Off 8am-5pm
10 Non-Hazardous Waste Drop Off 8am-5pm	11 City Offices Closed VETERANS DAY  — Honoring All Who Served — ★ ★ ★	12 City Council 6:30pm	13 P&Z Meeting 6:30pm	14 Historic Meeting 6:30pm	15	16
17	18	19	20	21 EDC Meeting 6:30pm	22	23
24	25	26	27	28 City Offices Closed 	29 City Offices Closed 	30