

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
August 19, 2025
CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

6:30 P.M. WORK SESSION (No Action)

Work session will be held to receive briefings and to initially discuss all items contained on the Agenda posted for 7:30 p.m. Generally, this work session is to simplify issues as it relates to the agenda items. No vote will be taken on any issues discussed or reviewed during the work session except to the extent specifically authorized under the Texas Open Meetings Act.

DISCUSSION ONLY

- A. Presentation by ACC Vice Chancellor Dr. Chris Cervini regarding progress on the new campus in Lockhart and academic / career programming. **5-14**
- B. Discuss Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers (SROs) for the 2025–2026 school year and the continued cost-sharing agreement for assigned personnel, equipment, and training. **15-32**
- C. Discuss Ordinance 2025-17 amending un-codified Ordinance 2018-07, Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged. **33-40**
- D. Discuss Ordinance 2025-18 regarding the establishment of a Residential Parking Permit Program. **41-47**
- E. Discussion regarding a solid waste consulting service agreement with Burns & McDonnell and authorizing the City Manager to execute the agreement. **48-68**
- F. Discussion regarding Resolution 2025-26 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) amendment to the existing contract with D. Wilson Construction Co. for Construction Manager at Risk (CMAR) services for the remodel of Fire Station #1 located at 201 W. Market St. **69-173**
- G. Discuss contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 4, 2025. **174-194**

- H. Discuss the City Council minutes of the September 17, 2024 and October 3, 2024 meetings. **195-208**
- I. Discussion regarding the appointment of members to a citizen planning committee regarding the City of Lockhart's activities to commemorate and celebrate the 250th anniversary of the signing of the Declaration of Independence on July 4, 2026. **209-210**
- J. Discussion regarding nomination of Jason De La Cruz to the Construction Board of Appeals by Councilmember John Castillo for a term to expire in November 2025. **211-215**

7:30 P.M. REGULAR MEETING

- 1. **CALL TO ORDER**
Mayor Lew White
- 2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation. Pledge of Allegiance to the United States and Texas flags.
- 3. **PUBLIC COMMENT**
The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.
- 4. **PUBLIC HEARING/COUNCIL ACTION**
 - A. Hold a PUBLIC HEARING and discussion and/or action regarding an appeal to the Planning and Zoning Commission's approval of application SUP-25-09 allowing a Accessory Dwelling Unit (General Type) on 0.322 acres on Lot1-A, Block 1, Replat of Attal Addition, zoned RMD Residential Medium Density District and located at 614 East Live Oak Street. **216-229**
 - B. Hold a PUBLIC HEARING for the proposed City of Lockhart Fiscal Year 2025-2026 Budget. **230-231**
- 5. **CONSENT AGENDA**
 - A. Approve contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 4, 2025. **232-252**
 - B. Approve the City Council minutes of the September 17, 2024 and October 3, 2024 meetings. **253-266**

6. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers (SROs) for the 2025–2026 school year and the continued cost-sharing agreement for assigned personnel, equipment, and training. **267-284**
- B. Discussion and/or action regarding Ordinance 2025-17 amending Ordinance 2018-07, Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged. **285-292**
- C. Discussion and/or action regarding Ordinance 2025-18 regarding the establishment of a Residential Parking Permit Program. **293-299**
- D. Discussion and/or action regarding a solid waste consulting service agreement with Burns & McDonnell and authorizing the City Manager to execute the agreement. **300-320**
- E. Discussion and/or action for consideration of Resolution 2025-26 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) amendment to the existing contract with D. Wilson Construction Co. for Construction Manager at Risk (CMAR) services for the remodel of Fire Station #1 located at 201 W. Market St. **321-425**
- F. Discussion and/or action regarding the appointment of members to a citizen planning committee regarding the City of Lockhart's activities to commemorate and celebrate the 250th anniversary of the signing of the Declaration of Independence on July 4, 2026. **426-427**
- G. Discussion and/or action regarding nomination of Jason De La Cruz to the Construction Board of Appeals by Councilmember John Castillo for a term to expire in November 2025. **428-432**

7. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- Downtown Revitalization Project Update: New stop signs and traffic changes now in effect; progress of various project components.
- Recruitment is underway for next Assistant City Manager.
- City Pool will close for the season on August 31; Splash Pads will close on October 26.
- Lockhart Police's next Coffee With a Cop event is scheduled for August 20.

8. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

9. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT.**
 - A. Discussion regarding economic development negotiations with Projects CA-242, CA-244, CA-248, CA-249 and CA-250.
10. **OPEN SESSION**
 - A. Discussion and/or action regarding economic development negotiations with Projects CA-242, CA-244, CA248, CA-249 and CA-250.
11. **ADJOURNMENT**

City Council shall have the right at anytime to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on August 15, 2025 at 4:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Presentation by ACC Vice Chancellor Dr. Chris Cervini regarding progress on the new campus in Lockhart and academic / career programming.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Officials from Austin Community College District (ACC) will provide the City Council with an update on their recent activities and upcoming plans for the Lockhart campus. Following the annexation in November 2024 and acquisition of the Ford Building, ACC began offering in-person classes locally in early 2025. The presentation will cover:

Facilities Update – Existing building zoning compliance, accessibility, planned renovations, and parking considerations.

Academic Programs – Review of courses offered in Spring, Summer, and Fall 2025, including English, history, government, humanities, math, sociology, arts, and music.

Short-Term Technical Training – Beginning early 2026, programs in welding, automotive, HVAC, and plumbing.

Community Programming – Leadership workshops (in Spanish and English), digital literacy training, conversational Spanish, and small business accounting/bookkeeping courses.

This presentation is intended to keep Council informed of ACC's educational, workforce training, and community engagement efforts in Lockhart as the campus launches its first full academic year.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: ACC Presentation - 08.19.25

The background of the banner is a collage of four images: a close-up of a welding torch creating sparks, a woman in a graduation cap and gown, a young child in a graduation cap holding a diploma, and two people in mascot costumes (one blue, one orange) standing next to a woman.

Austin Community College District
Lockhart City Council
Update

ACC general update

- Annexation November 2024
 - Property acquired late 2024
 - First in-person classes in the community offered early 2025
 - Ford building acquisition accelerates college's ability to offer courses in the community by almost one year
- Nearby Hays/Southeast Travis Campuses pending large expansions
 - Hays – Health Sciences/Nursing
 - Southeast Travis – Infrastructure jobs, skilled trades

Campus Facility Update

Facilities Update

- Existing Building Zoning works for Educational purposes
- Existing Building meets accessibility requirements
- Will be able to accommodate 150 people in building
- Currently have 47 parking spaces, may need more spaces based on class scheduling
- Small project to renovate building, primarily focused on electrical, signage, IT, and building security
- Parking lot and street improvement across street





Instructional Program Update

Academic Update

Spring 25

- ENGL 1301 English Composition I
- ENGL 1302 English Composition II
- GOVT 2306 Texas State and Local Government
- HIST 1301 United States History I
- EDUC 1300 Learning Framework: Effective Strategies for College Success
- PSYC 2301 Introduction to Psychology
- SPCH 1311 Introduction to Speech Communication

Summer 25

- EDUC 1300 Learning Framework: Effective Strategies for College Success
- ENGL 2311 Technical and Business Writing

Fall 25

- ENGL 1301 English Composition I
- HUMA 1301 Humanities: Prehistory to Renaissance
- MATH 1314 College Algebra
- SOCL 1306 Contemporary Social Problems
- ENGL 2322 British Literature: Anglo-Saxon Through 18th Century
- GOVT 2305 United States Government
- HIST 1302 United States History II
- ARTS 1301 Art Appreciation
- MUSI 1306 Music Appreciation

Short Term Technical Training

Starting early 2026

Multiple Cohorts:

- Fundamentals of Welding Technology (160 hrs)
- Fundamentals of Automotive Technology (144 hrs)
- Fundamentals of HVAC Technology (216 hrs)
- Fundamentals of Plumbing (208 hrs)

Community Programming Goals:

- Women's Leadership Workshop Series in Spanish (15-20 students)
- Leadership Course for Spanish Speakers (15-20 students)
- Digital Literacy Skills - English or Spanish (15-20 students)
- Conversational Spanish for English Speakers (15-20 students)
- Accounting and Bookkeeping Series and Quickbooks (15-20 students)

Austin Community College District

Thank You

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discuss Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers (SROs) for the 2025–2026 school year and the continued cost-sharing agreement for assigned personnel, equipment, and training.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Interlocal Cooperation Agreement (ILA) between the Lockhart Independent School District (LISD) and the City of Lockhart for the 2025–2026 school year outlines the continuation of the School Resource Officer (SRO) program. This agreement is made pursuant to Chapter 791 of the Texas Government Code and reflects a mutual commitment to maintaining safe educational environments, supporting academic opportunities, and enhancing public safety through the placement of law enforcement officers within LISD campuses.

Under this agreement, the Lockhart Police Department (LPD) will assign officers to LISD campuses to provide law enforcement services, serve as positive role models, and foster relationships with students and staff. SROs will maintain their law enforcement authority under LPD while collaborating with school administration on safety strategies, crime prevention, and emergency response.

The agreement outlines LISD's reimbursement to the City for a portion of officer salary and benefits based on instructional days, plus additional costs for two fully equipped patrol vehicles, uniforms, equipment, and training expenses. It also continues the \$1,000 monthly SRO special assignment stipend (August 25, 2025 – May 22, 2026), funded by LISD, in addition to the standard \$200 monthly assignment pay.

The agreement also includes mechanisms for training compliance, overtime authorization, and provisions for termination or renewal.

The 2025–2026 SRO Agreement was approved by the LISD Board in July 2025 and is presented for Council consideration and approval.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name:

FISCAL NOTE (if applicable): Reimbursement from Lockhart ISD will offset personnel, equipment, and stipend costs associated with the SRO program. Reimbursement will be requested at the end of the 2025–2026 school year per the terms of the ILA.

PREVIOUS COUNCIL ACTION: Approval of the 2024–2025 ILA and First Addendum in August 2024.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart for the 2025–2026 school year School Resource Officer program, including reimbursement for personnel, equipment, and special assignment stipends.

LIST OF SUPPORTING DOCUMENTS: LISD Signed LPD_MOU

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Lockhart Independent School District ("Lockhart ISD"), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as "the City"). Collectively, Lockhart ISD and the City may be referred to as the "Parties."

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

WHEREAS, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

WHEREAS, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department ("LPD") and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for student a

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

Article 3 SERVICES TO BE PROVIDED

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide for the ~~2022-2023~~ school year.

2025-2026

(Kw)

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3. The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4. Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5. The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6. The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7. The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8. **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
 - a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
 - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
 - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code§ 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 **REPORTING DUTIES:** Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCOLE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
TRAINING

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed with 120 days of placement at the District.
- 5.2 All SROs place with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code§ 37.0812(a).
- 5.3 All SROs place with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code§ 38.030(b)(3)(B).

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of two vehicles as detailed in Exhibit A and the cost for uniform and equipment for two officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
 - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 7

RELATIONSHIP BETWEEN THE PARTIES

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
- a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

Article 8

TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2025, and continue through June 30, 2026, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

- 9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

- 9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 20 of July 2025.

CITY OF LOCKHART, TEXAS

By _____

Lew White, Mayor, City of Lockhart

ATTEST:

By _____

~~Cherie Constance, TRMC City~~

Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By Michael Wright

Michael Wright, President, LISD School Board

ATTEST:

By Dr. Barbara Sanchez

Dr. Barbara Sanchez, Secretary, LISD

School Board

2025-2026 SRO Cost Summary

	Officer #1	Officer #2	Total
Salary	\$68,985.28	\$72,863.02	\$141,848.30
Benefits	\$28,701.07	\$29,740.70	\$58,441.77
12 month total cost	\$97,686.35	\$102,603.72	\$200,290.07
Percent LISD: 65.38% (1360/2080)	Actual:		
	65.38%	\$45,102.58	\$47,637.85
	Benefits:		
	65.38%	\$18,764.76	\$19,444.47
		\$63,867.34	\$67,082.31
Times percent of time charged to LISD:	100%		100%
Total LISD Salary/Benefits costs	\$63,867.34	\$67,082.31	\$130,949.65
Vehicle Costs	\$8,115.50	\$8,115.50	\$16,231.00
Uniforms & Equipment (Cost/5 year useful life)	\$2,390.00	\$2,390.00	\$4,780.00
2025-2026 SRO Assignment Pay Stipend	\$9,000.00	\$9,000.00	\$18,000.00
Grand Total	\$83,419.80	\$86,637.14	\$170,056.94

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discuss Ordinance 2025-17 amending un-codified Ordinance 2018-07, Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon, Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: LISD has proposed to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Police Chief as School Resource Officers at LISD campuses from August 25, 2025 through May 22, 2026. LISD will cover the expense of this increase as stated in the "Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" for school year 25-26.

Civil Service - Local Government Code Chapter 143, permits an ordinance to establish assignment pay and shift differential pay for fire fighters and police officers that perform specialized assignments such as School Resource Officer. This was done by passing Ordinance 2018-07 which includes a \$200 per month school resource officer assignment pay. The proposed amendment authorizes an additional assignment payment of \$1,000 per month, as proposed by LISD, to be paid to Lockhart Police Officers assigned as SROs.

The additional pay is proposed to be for a term of August 25, 2025 - May 22, 2026. After May 22, 2026, SRO assignment pay would return to the current \$200 per month. This is similar to what was done in 2024.

In accordance with the "Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart," the proposed temporary additional SRO assignment pay would be funded by LISD. Therefore, the additional pay should not have a financial impact on the City.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The proposed interlocal cooperation agreement and the "Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" for the 25-26 school year is scheduled to be considered by the City Council during the August 19, 2025 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: LISD School Board approved the "Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" during their July 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2018-07, ORD 2025-17 -school year 25-26 assignment pay

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCES 2015-18, 2015-21, AND 2018-03 IN THEIR ENTIRETY AND ADOPTING UN-CODIFIED ORDINANCE 2018-07 CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS AND ESTABLISHING "SHIFT DIFFERENTIAL PAY" FOR MEMBERS OF THE POLICE DEPARTMENT; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, § 143.043 of the Texas Local Government Code permits municipalities to authorize assignment pay for members of the Police Department who perform the duties and responsibilities of the field training officer program; and

WHEREAS, § 143.047 of the Texas Local Government Code permits municipalities to authorize shift differential pay for members of the Police Department who work a shift in which more than 50% of the shift worked is after 6 p.m. and before 6 a.m.; and,

WHEREAS, Ordinance 2015-18 was adopted by the Lockhart City Council on August 18, 2015 establishing assignment pay, and is hereby repealed; and,

WHEREAS, Ordinance 2015-21 was adopted by the Lockhart City Council on September 15, 2015 amending Field Training Officer pay for members of the police department, and is hereby repealed; and

WHEREAS, Ordinance 2018-03 was adopted by the Lockhart City Council on March 20, 2018 establishing Bailiff Warrant Officer assignment pay for members of the police department, and is hereby repealed.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. The assignment pay for certain assignments within Fire and Police Departments are defined as follows:

A) The assignment of "Fire Prevention Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and conducting fire and life safety education programs suitable to needs of the community, performing fire inspections as may be necessary in the absence of the City Fire Marshal, compiling monthly reports of all fire and life safety education activities conducted by the fire department, working in conjunction with the Fire Chief to promote fire and life safety as the primary objective of the fire department, and conducting in-service training related to fire and life safety education for all fire suppression personnel. When a member is designated by the Fire Chief or his designee to serve as "Fire Prevention Officer" for the Fire Department, that member is entitled to receive Six Hundred Dollars (\$600.00) per year as Assignment Pay.

B) The assignment of "Chief Training Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and coordinating training for all Career and Reserve firefighters in such a manner so as to meet the minimum requirements established by the Texas Commission on Fire Protection (TCFP) and/or the Texas Department of State Health Services (TDSHS), as may be applicable to the certification level held by each individual within the fire department, maintaining all training and incident records of the fire department, coordinating specialized training classes as may be deemed appropriate to meet the minimum criteria established by the Insurance Services Office (ISO) grading schedule, maintenance and replacement of equipment assigned to the Training Division of the fire department, and coordinating all training conducted at remote sites (i.e. accredited training facilities) which may be used from time to time by the fire department. When a member is designated by the Fire Chief or his designee to serve as "Training Officer" for the Fire Department, that member is entitled to receive Eighteen Hundred Dollars (\$1,800.00) per year as Assignment Pay.

C) The assignment of "Criminal Investigator-Detective" is a specialized function within the Lockhart Police Department and that assignment involves investigating higher grade misdemeanors and felonies for prosecution in County and District Court. When a member is designated by the Police Chief or his designee to serve as "Criminal Investigator—Detective" for the Department, that member is entitled to receive Two Hundred Dollars (\$ 200.00) per month as assignment pay.

D) The assignment of "Field Training Officer" is a specialized assignment within the Lockhart Police Department. The assignment of "Field Training Officer" involves training and evaluating police recruits on the policies, practices, and procedures of the Lockhart Police Department. The Police Chief or his designee assigns capable Police personnel to this position of responsibility in accordance with his or her demonstrated knowledge and familiarity with the Field Training Officers Program. Because the assignment of "Field Training Officer" requires additional and specialized duties, when a member holds the appropriate certifications AND is designated in writing by the Police Chief or his designee to serve as a "Field Training Officer," that member is entitled to receive an additional \$.30 (thirty cents) per hour as "FTO Assignment Pay."

E) The assignment of "Bailiff Warrant Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves security needs of the Lockhart Municipal Court; locating, arresting wanted fugitives of the Court; and collecting fines owed to the Court. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "Bailiff Warrant Officer" for the Department, and works in that assignment for at least one-half of a month, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

F) The assignment of "School Resource Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "School Resource Officer" for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

III. "Shift Differential Pay" should be paid to members of the Lockhart Police Department in the following manner:

Night Shift (shift starts after 6 p.m.) \$.60/hour (60 cents per hour)

IV. The terms of this ordinance and/or any payment of "assignment pay" do not apply to a member who is performing any of these duties on a "step-up" "acting" or any other temporary basis.

V. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

VI. Repealer: All other ordinances, section, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

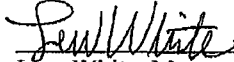
VII. Publication: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VIII. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

IX. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 3rd DAY OF APRIL, 2018.

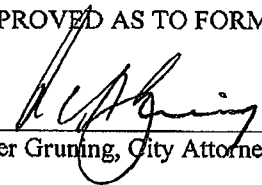
CITY OF LOCKHART

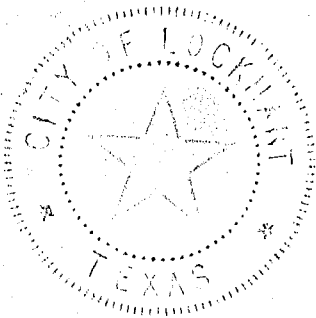

Lew White, Mayor

ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Peter Gruning, City Attorney



ORDINANCE 2025-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II(F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAING UNCHANGED; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, the Lockhart City Council, in consideration of a request from Lockhart Independent School District to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Lockhart Police Chief to serve as a School Resource Officer within the Lockhart Independent School District per the “Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart,” for school year 2025-2026 has determined that assignment pay for the assignment of School Resource Officer within the Lockhart Police Department should be temporarily changed in the interest of a public safety purpose.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. That Section II (F) of un-codified Ordinance 2018-07 is hereby amended as follows:

F) The assignment of “School Resource Officer” is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as “School Resource Officer” for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

a. After approval of the “Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart,” for school year 2025-2026 the assignment for School Resource Officer shall also include a \$1,000 per month assignment pay from August 25, 2025, through May 22, 2026. This additional assignment pay shall cease at the end of the school year, on May 22, 2026. In order to receive the SRO assignment pay, the officer must actively work on-duty, performing the duties as the designated SRO for at least a majority of the 80 hour work period.

III. The terms of this ordinance and/or any payment of “assignment pay” do not apply to a member who is performing any of these duties on a “step-up” “acting” or any other temporary basis.

IV. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

V. Repealer: All other ordinances, section, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

VI. Publication: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VII. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VIII. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 19th DAY OF AUGUST, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discuss Ordinance 2025-18 regarding the establishment of a Residential Parking Permit Program.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This ordinance establishes a Residential Parking Permit Program in the City of Lockhart. The program is designed to address parking concerns in residential areas by allowing property owners to petition for the creation of designated permit areas, where on-street parking is restricted to vehicles displaying valid city-issued permits.

Key provisions include:

- Property owners may request designation of a permit area through a petition supported by at least 60% of affected properties.
- Permits are valid for one calendar year and are limited to four per residence. Initial permits are free; replacement costs apply.
- Temporary construction permits for contractors are available at no cost for up to 45 days.
- Certain commercial or service vehicles with identifying signage are exempt while performing services.
- Enforcement will be carried out by the Lockhart Police Department.
- The ordinance includes procedures for establishing, modifying, or removing designated permit areas.

The Residential Parking Permit Program is proposed in response to ongoing complaints from residents living near the high school. Many students park in the adjacent neighborhood to avoid using the designated student parking lot, resulting in limited on-street parking for residents during school hours. Currently, if vehicles are legally parked, the police department has limited authority to address the issue.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): Minimal administrative and enforcement costs.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the ordinance to promote orderly parking and protect neighborhood access for residents.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-18 Residential Parking Permit Program

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING ARTICLE V OF CHAPTER 56 OF THE CODE OF ORDINANCES TO ADD SECTION 56.313, “RESIDENTIAL PARKING PROGRAM,” PROVIDING FOR DEFINITIONS, PETITION PROCEDURES, PERMIT REGULATIONS, ENFORCEMENT, PENALTIES, AND AN APPEALS PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart, Texas (“City Council”) finds that regulation of residential parking is necessary to protect the health, safety, and welfare of residents; and

WHEREAS, the City Council desires to revise and clarify the procedures and standards for establishing designated permit areas, issuing and revoking permits, and enforcing parking restrictions; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to adopt the following ordinance;

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

SECTION 1.

Section 56.313 of the Code of Ordinances, City of Lockhart, Texas, is hereby amended to read as follows:

Sec. 56.313. Residential Parking Program

(a) Definitions

As used in this section, the following terms shall have the meanings ascribed in this subsection, unless the context of their usage clearly indicates another meaning:

- **Block** means both sides of a street between two intersecting streets.
- **Designated permit area** means a contiguous area of a single-family residential or commercial use containing not less than ten commercial or single-family residential lots, upon which the city council imposes a requirement for a parking permit under this section. Where there are less than ten commercial or single-family residential lots on the entire length of the street, the entire length of the street may be considered for a designated permit area.
- **Resident** means a person whose place of residence or property is located in the city as to render him or her eligible for procurement of a parking permit under this section. For multi-unit complexes larger than four-plexes, the city shall determine the number of eligible units per property for permit allocation to ensure equitable distribution among occupants.
- **Resident parking program coordinator** means a person designated by the city to oversee the residential parking permit program.
- **Resident permit** means a permit issued by the city pursuant to this section to a resident or property owner within a designated permit area for display on a vehicle owned or used by such resident or property owner which is parked or left standing within the designated permit area.
- **Residential parking program guidelines** means operating policies and procedures established by the city. Such guidelines shall be adopted by city council resolution and made publicly available through the city’s website and upon request.

- **Temporary construction permit** means a permit issued under this section for authorized construction activities lasting no more than 45 days. Extensions may be granted upon written request to the city and demonstration of ongoing construction activity, for a maximum cumulative duration of 90 days.

(b) Designated permit areas

No person shall park and leave standing any vehicle on a public roadway, whether attended or unattended, between the times listed and locations designated below without first having obtained a valid parking permit for the designated permit area from the city. Said designated permit area shall be designated as a tow-away zone. Appropriate signage shall be posted in accordance with Texas Transportation Code § 684.052 before enforcement or towing actions occur.

(1) Reserved.

(c) Request for designated permit area

The request for the designated permit area must originate from a property owner whose property abuts the requested designated permit area with the assistance of city staff. The requester must:

1. Be considered the requester of record and act as primary contact for the request.
2. Be responsible for submission of a signed petition by 60 percent of all eligible properties within the designated permit area, including single-family houses, duplex and four-plex or smaller rental properties. For mixed-use properties, vacant lots, or large multi-family buildings, the petition percentage shall be calculated based on occupied eligible residential units only.
3. Provide a description or a map showing the proposed blocks of the designated permit area.
4. Include the address of each residential lot within the proposed designated permit area.
5. List why the location needs to be designated as a residential parking permit area.
6. Identify any non-residential properties located within the proposed designated permit area, such as churches, schools, public facilities, or commercial establishments.
7. Provide a statement of the proposed parking restrictions desired by the applicants, including days of the week, times of the day, and the length of time for the parking restriction.
8. Submit a signed petition with the following statement affixed:

"We the undersigned are residents and/or property owners of the proposed designated permit area described in this application. We understand that: (i) if this area is designated, certain restrictions will be placed upon on-street parking within the area; (ii) residents and/or property owners of the area will be entitled to obtain a limited number of parking permits exempting their vehicles from such parking restrictions, but if a resident and/or property owner owns a vehicle without having a permit displayed, that vehicle will be subject to the parking restrictions; (iii) parking permits will be issued for a term of one calendar year and require replacement each year; (iv) the set of annual parking permits will be provided by the city to the residents and/or property owners at no cost; (v) there will be a fee for replacement parking permits. This restriction will be valid for a minimum of one year."

(d) Review

The public works director will review all applications submitted for a proposed designated parking permit area in accordance with applicable city ordinances.

1. Temporary restrictions authorized by applicable city ordinances are permitted under existing applicable standards.

2. Where no residential units exist on one side of a street, the area with residential units may be considered for designation as a designated permit area. Requests for single-side designated permit areas will be considered based on traffic conditions and flow analysis.

(e) Public hearing

The city council shall conduct a public hearing on the application. Following the conclusion of the public hearing, the council may approve, reject, or modify the proposed designated permit area. The council will approve the designated permit area by adopting an ordinance which shall describe each street, or portion of each street, within the area and the specific restrictions applicable to the area.

(f) Request for designated permit area removal

Once a designated permit area is established, a removal request may only be submitted no sooner than the first anniversary of the date the ordinance establishing the area was adopted. The request for the removal of the designated permit area must originate from a property owner whose residential property abuts the requested street segment. The requester must:

1. Be considered the requester of record and act as primary contact for the request.
2. Be responsible for submission of a signed petition form, provided by the city, by at least 60 percent of all eligible residential properties within the designated permit area, calculated using the same method required for establishment petitions.

(g) Commercial or service vehicle exemption

The display of a permanent sign or marking which identifies a non-resident commercial or service vehicle actively engaged in commercial or service-related activities shall be deemed a parking permit and such vehicle shall be exempt from any parking restriction as established by this section for any designated permit area. This exemption shall apply only while actively engaged in service and not exceed four consecutive hours without renewal from the city.

(h) Application for permit

Any individual wishing to receive a parking permit will be required to complete an application. This application will verify each individual lives in a designated parking area or is otherwise eligible for a parking permit under the requirements of this section.

(i) Permits

Resident permits are valid for one calendar year. Up to four resident permits each year will be provided at no charge to the resident. Temporary construction permits are valid for the time periods designated for each such permit under this section.

1. **Replacement Costs:**
 - a. Resident permit – \$25.00
 - b. Temporary construction permit – no cost
2. The total number of resident permits for each residence is limited to four permits per year.
3. Temporary construction permits lasting no more than 45 days can be requested for vehicles of workers, subject to extension limits described in subsection (a).
4. Resident permits must be hanging from the rear-view mirror of a motor vehicle or clearly displayed on top of the driver-side dashboard to be valid. For motorcycles, golf carts, or other non-standard vehicles without a mirror or dashboard, permits must be affixed in a city-approved visible location. Any altered or obstructed resident permit will invalidate the permit and be considered a parking violation regardless of proper assignment.

(j) Existing parking restrictions

Nothing in this section shall change or alter existing no parking or tow-away zones designated under applicable ordinances for purposes of traffic management and control.

(k) Effect of permit

Any permit issued under this section shall not guarantee or reserve to the holder a parking space. A parking permit is non-transferable. A parking permit shall not authorize the holder to cause to stand or park a vehicle at such places where parking is prohibited or during such times as when the stopping, standing, or parking of vehicles is set aside for specified types of vehicles, nor exempt the holder from observance of any traffic regulation other than the specified parking restrictions. A parking permit confers a privilege only, subject to revocation consistent with residential parking program guidelines at any time.

(l) Enforcement authority

Officers and employees of the police department as designated by the city manager or his designee are authorized to enforce this section.

(m) Misdemeanor offense

Any alteration, unauthorized copy, forgery, or misrepresentation of any application, form, petition, sticker, or permit constitutes a misdemeanor offense and is subject to the penalty provided in section 1-8 of the Lockhart City Code upon conviction.

(n) Parking without valid permit prohibited

No person shall park and leave standing any vehicle, whether attended or unattended, in a designated parking area outside of the posted permitted parking times for the designated permit area without a valid parking permit for the designated permit area from the city. Revoked or expired permits are not considered valid. Any person who violates any provision of this section shall be guilty of a misdemeanor and, upon conviction, shall be fined not more than \$500.00. The City of Lockhart Police Department is hereby authorized to issue tickets for violation of this section.

(o) Visitor permits

The city may issue short-term visitor parking permits to residents in designated permit areas to accommodate temporary guests. Such permits shall be valid for up to 72 hours, subject to reasonable annual limits per residence, as determined by the city council. Visitor permits shall be displayed in accordance with subsection (i)(4).

(p) Appeals process

Any person whose permit application is denied or revoked, or whose property is affected by a designated permit area or removal decision, may file an appeal with the city manager within 15 business days of the decision. The city manager or designee shall conduct a review and issue a written determination within 30 days. The determination shall be final unless appealed to city council.

SECTION 2. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions, sections, or applications of the ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 3. REPEALER

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect immediately upon its passage and publication as provided by law.

PASSED AND APPROVED on this ____ day of _____, 2025.

CITY OF LOCKHART, TEXAS

LEW WHITE, Mayor

ATTEST:

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion regarding a solid waste consulting service agreement with Burns & McDonnell and authorizing the City Manager to execute the agreement.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

The City of Lockhart began contracting solid waste collection services on April 3, 1988, with Central Texas Refuse (CTR), now Republic Services. Since 1991, the contract with CTR was amended or extended prior to the contract's expiration. Solid waste franchises may be awarded granting exclusive rights to collect solid waste within the city limits without requiring competitive bids. However, a city cannot : 1) restrict the right of a business to contract with a licensed waste hauler for domestic septage, grease trap waste; and 2) restrict the ability of a private entity that contracts to provide temporary solid waste services to a construction project. On November 17, 2020, City Council authorized staff to negotiate with CTR to enhance the contract. The current contract for solid waste began on June 1, 2021, and was for a term of five years and offers the option to extend the term for an additional five years. Upon agreeing to the conditions of the 2021 contract, City Council expressed a desire to seek competitive bids prior to the expiration of the initial term on the current contract.

To assist staff with the selection of a solid waste provider, an RFQ was released to procure a firm with expertise in solid waste management. Sealed qualification packages were due by July 21, 2025, and four RFQ packages were received from consulting firms. The evaluation committee met/reviewed each proposal and recommend Burns & McDonnell as the most qualified firm for the project.

The Scope of Workfor the project includes:

- Project Administration: Consultant will provide project initiation and management throughout the life of the Consulting Services Agreement.
- Data Collection: Gather data relevant to the procurement of the solid waste service contract, review objectives of the solid waste contract with City staff, and project management.
- RFQ Development: Hold strategic workshops that cover resources necessary for the development of the RFQ for solid waste services selection and meet with city council and staff to confirm the community needs. Example of topics include:
 - o Residential base services
 - o Recycling services
 - o Commercial services
 - o Optional services (City-wide Cleanups, Household Hazardous Waste Drop-offs,

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Brush Collection)

- o Cart specifications (Ownership and maintenance)
- o Terms of the contract
- o Franchising
- o Transition plan, if necessary
- o Performance standards
- o Billing services

- Draft and Final RFQ for the procurement of Solid Waste and Recycling Services.
- Solicitation Support: Assist with the solicitation of RFQ for Solid Waste Services, proposal evaluations, and facilitate interviews with contractors.
- Agreement review support: Evaluate draft proposals and supporting documentation in accordance with regulatory requirements, City objectives, and the Collection Services Agreement.
- Negotiations Assistance: Support the City in negotiations with the selected solid waste provider.
- Provide updates to City Council at important milestones during the procurement process.

The current customers served with solid waste services are 5,528 Residential Accounts, 565 Non-Residential Accounts (commercial/industrial), and 1,278 Residential Curbside Recycling Accounts. The consulting firm will aid the City with a goal of procuring a solid waste provider with the desired services, at the best value by June 1, 2026, the effective date of the current contract.

PROJECT SCHEDULE (if applicable):

Data Collection - August to September 2025

Develop RFQ for Solid Waste Provider - September to November 2025

Issue RFQ- November to December 2025

Evaluate proposals - December 2025 to January 2026

Contract award/Contract negotiations January to February 2026

Three/Four Month Transition/Implementation- February to June 1, 2026

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$87,000 Split over two Fiscal Years

Account Number: 560-5770-903-00

Funds Available: \$90,000

Account Name: Contracts & Services

FISCAL NOTE (if applicable):

FY 25/26 and FY 26/27 Split

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account # 560-5770-903-00

Total= \$87,000 for Base and Optional Services

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: The RFQ review committee respectfully recommends approval of the proposal by Burns & McDonnell.

LIST OF SUPPORTING DOCUMENTS: Burns & McDonnell Professional Service Agreement, Burns & McDonnell RFQ

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project:	Date of Letter, Proposal, or Agreement:
Client:	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement. BMcD shall have the right, in its sole discretion, to suspend services if any invoiced amount due and owing is not paid within 30 days of the statement date.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD

from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY-LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

A. Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.), Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

Client and BMcD acknowledge and understand that Client shall retain
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ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of BMcD; and that this Agreement, or any documents associated with this Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to BMcD. Under no circumstances shall BMcD assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances. Client further acknowledges and agrees that the evaluation, management, and other decisions, conclusions, recommendations, or other actions involving Hazardous Substances that may be undertaken as part of BMcD's services, entail uncertainty and risk of injury or damage to property, including that to third-parties, which cannot be always avoided even with compliance of generally accepted Standard Industry Practice.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of

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hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Texas, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State District Court, Harris County, Texas, or the United States District Court, Southern District of Texas.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

21. REPORTING

A. BMcD will provide Client with a written report ("Report") if required as part of the scope of services. The Report will present such findings and conclusions respecting the Site as BMcD may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BMcD's observations made in the performance of the scope of services agreed upon in writing.

B. In preparing the Report, BMcD may review and interpret certain information provided by subconsultants and others, including government authorities, title companies, testing laboratories and other entities. BMcD will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

C. BMcD's Report is intended for the exclusive use of Client. There may be no further distribution of the Report, in whole or in part, or summaries or abstracts thereof, without the written consent of an officer of the BMcD. Any reuse, transmittal, or use of without written verification, approval, or adaptation by BMcD for the specific purpose intended is prohibited and will be at Client's sole risk and without liability or legal exposure to BMcD or to BMcD's subcontractors, and Client shall waive, release, and otherwise defend, indemnify, and hold harmless BMcD and BMcD's subcontractors from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, to the fullest extent permissible by law. Any such verification or adaptation will entitle BMcD to further compensation at rates to be agreed upon by Client and BMcD.

22. SITE INFORMATION

In addition to providing the information relating to the site listed in the Proposal, Client shall provide the following:

A. The location of utilities, underground tanks, and other structures and the routing thereof at the site;

B. A description of activities conducted at the site at any time by the Client or by any other person or entity; and

C. Identification, by name, quantity, location, and date, of any storage, release or handling of any substance Client either knows or suspects is

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hazardous.

23. CONTROL OF SITE

By providing services under this Agreement, BMcD does not assume control of or responsibility for the site or become the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agency respecting conditions at the site that may present a potential danger to public health, safety or the environment. Further, nothing contained within this Agreement or the services to be rendered thereunder shall be construed or interpreted as requiring BMcD to assume the status of a generator, storer, transporter, treater, operator or disposal facility as those terms may appear within federal, state or local laws, statutes, ordinances, or regulations concerning the generation, transportation, treatment, storage and disposal of waste. Client assumes full responsibility for compliance with all federal, state or local laws, statutes, ordinances and regulations governing the handling, treatment, storage and disposal of such waste.

24. SITE ACCESS

Client shall obtain for BMcD access to the site and all buildings thereon at reasonable times throughout performance of this Agreement. BMcD will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur. Client agrees to assume responsibility for such unavoidable damage or alteration.

25. CERTIFICATION

Certification by BMcD of test results or reports constitute a statement of the professional judgment of BMcD based on the facts and data known to BMcD. Certification or other "assurances" are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Client or others will be entitled to any innocent landowner or purchaser defenses which may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

26. LABOR SOURCES

BMcD may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc., Burns & McDonnell Europe (UK) Limited, and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill BMcD's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between BMcD and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall not be considered a subcontractor and shall be billed according to the applicable rate sheet for the scope of work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of BMcD and able to act on behalf of BMcD within the scope of the authority granted to such personnel according to job function and billing classification. BMcD remains fully responsible for the work and services performed by all Labor Sources.

- END -

01/23/2025

CITY OF
Lockhart
TEXAS



Request for Qualifications for the Lockhart Public Works Department- Solid Waste and Recycling Procurement Consulting Services

SUBMITTED TO
Lockhart, Texas

July 29, 2025



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July 21, 2025



Sean Kelley
Public Works Director
City of Lockhart
308 W. San Antonio St
Lockhart, TX 78644

RE: Burns & McDonnell Response to Solid Waste and Recycling Procurement Consulting Services RFQ #2025-03

Dear Mr. Kelley and Members of the Selection Committee,

The City of Lockhart (City) is seeking a partner to provide Solid Waste and Recycling Procurement Consulting Services that possesses procurement, financial, operational and planning solid waste experience with a history of advising cities on their procurement and contracting issues. Having extensive experience in all these areas, Burns & McDonnell is the partner. When other communities in the U.S. have faced procurement, strategic planning and financial challenges with their solid waste and recycling systems, many have turned to us for sound, independent advice. Highlights of our submittal include:

- **Prior City of Lockhart Experience Accelerates Understanding of Key Issues:** Led by our proposed project manager, Scott Pasternak, Burns & McDonnell brings direct experience collaborating with the City on prior solid waste and recycling contracting projects and is knowledgeable of key issues that will need to be addressed when approaching the upcoming procurement for the City.
- **Regional Procurement, Strategy, and Financial Experience Provides Key Insight:** Our team has a first-hand understanding of key solid waste and recycling procurement and contracting issues facing communities in Central Texas and nationally. In addition to Lockhart, we have advised the cities of Austin, Bastrop, Cedar Park and Georgetown on solid waste and recycling procurement and contracting projects. We're prepared to leverage these experiences for Lockhart's benefit.
- **Seasoned Project Team Focused on Your Schedule:** Our team is led by consultants who have focused their careers on providing procurement, operational, regulatory, and business consulting to our recycling and solid waste clients. We bring decades of consulting and direct local government solid waste and recycling program management experience, often successfully addressing deadlines for collection contracts.
- **Trusted Advisor for Procurement Best Practices:** Burns & McDonnell is the trusted partner for municipalities seeking best management practices in solid waste procurement. Initiatives for the North Central Texas Council of Governments and the Recycling Partnership reflect our unwavering commitment to delivering strategic solutions that empower our clients and create lasting value. Having developed these best practices, we will efficiently advise the City with the information needed to make well-informed decisions that will serve the long-term needs of the City, its residents and its businesses.

We welcome the opportunity to continue our relationship with the City of Lockhart. If you have any questions, please contact Scott Pasternak at 512-872-7141 or spasternak@burnsmcd.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob D Merriman".

Jacob Merriman
Regional Environmental Services Manager

A handwritten signature in black ink, appearing to read "Scott Pasternak".

Scott Pasternak
Project Manager

Technical Approach

Consultant’s Understanding

Burns & McDonnell understands that the City of Lockhart (City) currently provides waste management services through a contract with Republic Services (Republic) that expires on June 1, 2026. In advance of that date, the City intends to issue a Request for Proposals (RFP) to procure solid waste and recycling collection services, disposal, and recycling processing services. Since Burns & McDonnell previously advised the City on its solid waste contract, we understand the importance of guiding the City through a transparent procurement process. Our proposed technical approach is consistent with the guidance that we have provided to other cities facing similar challenges.

Technical Approach

We have developed this proposed technical approach to provide the City with counsel and analysis throughout the procurement process. The following figure communicates the tasks described in the scope of work.



Scope of Work

Task 1 | Project Administration, Initiation & Management

Task 1A: Initial Data Request & Review

After receiving Notice to Proceed, Burns & McDonnell will provide the City with a request for data that is necessary to prepare the procurement documents, including but not limited to the following:

- Existing contract
- Standard City procurement template and contract
- Billing data
- Population estimates and projections, including any planned annexations
- Ordinances and policy statements
- Historical tonnages of solid waste and recyclables generated
- Other information that may be determined to be relevant to the procurement

We recognize that the City may not have all the requested information readily available or may track information differently than requested. If needed, we will work with the City’s project manager to arrive at reasonable substitutes for key data.



Task 1B: Virtual Kick-off Meeting & Project Management

Prior to commencing the project, members of the Project Team will conduct a virtual kick-off meeting with key City staff. At this kick-off meeting, we will discuss:

- Project work plan
- Objectives and key issues to be addressed
- Team member introductions and contact information
- Confirmation of participants in the Task 2 workshop
- Project schedule
- Initial data request (as previously described). Data requests will be provided to the City 7 to 14 days prior to the kick-off meeting

Burns & McDonnell will provide the kick-off meeting agenda and any handout materials at least two days in advance. During the meeting, we will identify primary contacts for our Project Team and the City and establish a protocol for the exchange of information and resolution of issues that arise in the normal course of this engagement. To facilitate effective communication between Project Team members and the City throughout the course of this project, Burns & McDonnell will:

- Schedule and participate in periodic conference calls as needed to discuss project matters
- Provide periodic status updates via electronic format
- Be available for other communications as needed

Project management efforts have been developed based on a six-month project schedule.

Task 1 Deliverable(s)

- Preliminary data request
- Electronic copies of the kick-off meeting agenda, handouts, and follow-up summary
- Participation of Burns & McDonnell Project Manager and key staff in virtual kick-off meeting



The kick-off meeting will provide a forum for establishing clear communication for the project.

Task 2 | Procurement Planning & Strategy Workshop

Based on our procurement experience, we have found that utilizing a workshop to discuss key procurement issues is an effective and timely method for making important decisions. Burns & McDonnell's Project Manager and Procurement Consultant will facilitate an in-person one-day workshop to discuss the procurement. Following this procurement strategy workshop, the Project Team will clearly understand the key issues that will need to be addressed while developing the RFP. The procurement strategy workshop will include discussion and evaluation of the following topics:

- Procurement process (Request for Proposals, Request for Qualifications or Invitation for Bids)
- Minimum qualifications
- Evaluation criteria and weighting
- Cost of procurement process (potential reimbursement by the selected contractor)
- Service sectors (single-family residential, multi-family residential, commercial)
- Base service levels and optional services (need to address recycling, brush collection)
- Acceptable and unacceptable materials
- Collection vehicle fleet specifications
- Cart specifications, purchase, maintenance, and ownership
- Performance standards and assurances
- Initial and renewal terms
- Compliance with HB 5057 notice requirements for exclusive contracts for municipal solid waste management services
- Price structure and adjustments
- Recycling requirements (e.g. opt-in vs universal; whether to include glass)
- Contract audits and access to records
- Permitting or franchise fee (annual contribution from the contractor to the City as a community benefit)
- Performance standards and remedies for non-performance (technology for tracking collection)
- Customer service responsibilities
- Billing services responsibilities
- Public outreach plan and educational requirements
- Disposal and recycling processing (level of access to the landfill or other disposal location)
- Transition plan
- Other issues pertinent to the procurement

Burns & McDonnell will provide a copy of the agenda and any handout materials in advance to allow City staff to consider the topics prior to the workshop. City staff are responsible for coordinating to confirm the participation of the appropriate individuals. Burns & McDonnell will deliver a memorandum summarizing key decisions of the procurement strategy workshop.

Task 2 Deliverables

- Meeting agenda and other handout materials, including a list of issues to be discussed during the procurement strategy workshop
- Participation of Burns & McDonnell Project Manager and Procurement Consultant in the procurement strategy workshop
- Memorandum summarizing key decisions of the procurement strategy workshop

Task 3 | Prepare Procurement Documents

Burns & McDonnell will assist the City with developing the procurement documents, which will include the RFP and draft contract. For all parts of this task, Burns & McDonnell will coordinate with the designated purchasing staff and legal counsel and will rely on the City for any standard language to be included in procurement documents. Note, we understand that the City's RFQ referred to the development of an RFQ for this project.

Task 3A: Develop RFP¹

During procurement document development, Burns & McDonnell will prepare the following items for inclusion in the draft RFP:

- General terms and conditions, including any standard terms and conditions provided by the City
- Background information, including an explanation of why the procurement document is being developed, historical program data, demographic information (including ongoing and proposed new developments), etc.
- Proposal format and content
- Procurement process, including schedule and evaluation criteria
- Scope of work and minimum requirements
- Proposal response forms, including personnel, experience, cost, etc.
- Other sections of the procurement document

Task 3B: Develop Contract

Burns & McDonnell will draft a services contract to be included as an appendix to the RFP. We will develop the contract based on our industry experience and the results of Task 2.

Burns & McDonnell will prepare one draft and one final version of the RFP and contract. Following delivery of the first draft version of the procurement documents, the Burns & McDonnell Project Manager and the Procurement Consultant will participate in a virtual meeting with the City to discuss the documents. The City's project manager will be responsible for consolidating comments on the draft procurement documents from the City's reviewers for incorporation by Burns & McDonnell. We will then issue a final version of the documents. The City will be responsible for issuing the RFP. Developing additional versions of the RFP and contract will be considered as Additional Services.

Task 3 Deliverable(s)

- Participation of Burns & McDonnell Project Manager and Procurement Consultant in one virtual meeting to discuss draft documents
- One draft and one final version of the RFP and contract

¹ We will discuss the merits of an RFP versus RFQ process during the strategy workshop described in Task 2. We have referred to the documents as an RFP simply for clarity.

Task 4 | Pre-Proposal Coordination & Addendum Preparation

The Burns & McDonnell Project Manager or Procurement Consultant will attend the pre-proposal virtually. The City will be responsible for facilitating the pre-proposal meeting. Upon request, Burns & McDonnell may draft addenda to answer questions or revise the RFP and contract documents based on feedback received from the pre-proposal meeting or the comment period. Burns & McDonnell will provide the draft addenda to the City's project manager for approval and distribution to all interested vendors. The budget estimate includes Burns & McDonnell's participation in the pre-proposal meeting plus an additional 16 hours of assistance with addendum preparation.

Task 4 Deliverables and Meetings

- Participation of Burns & McDonnell Project Manager or Procurement Consultant in pre-proposal meeting
- Assistance with addendum preparation

Task 5 | Evaluation of Proposals

Burns & McDonnell will support the City's evaluation committee by completing a technical and financial review of the proposals received. We will serve as an "ad hoc" and non-voting member of the evaluation committee. Burns & McDonnell will evaluate up to three proposals. If the City receives more than three proposals, we will discuss the evaluation approach and whether to use funding from Task 6, Additional Services. The goal of this task is to evaluate proposals based on the evaluation criteria set forth in the RFP. As part of the evaluation of proposals, Burns & McDonnell will:

- Evaluate whether the proposer meets the City's minimum qualifications
- Determine if the proposer has provided all information requested in the RFP, and provide the page number in the proposal where the information is provided
- Evaluate the strengths and weaknesses of each component of the proposals
- Evaluate the proposer's technical capability and approach, including such categories as work plan, equipment, etc.
- Review the proposer's experience providing services of similar size, complexity, and scope
- Evaluate cost proposals using an Excel model to understand total system costs for different pricing options and market conditions, including City and vendor costs
- Identify questions and negotiating points

Burns & McDonnell will participate in one virtual meeting with the City to discuss our findings. This task does not include assessing compliance with purchasing procedures since it is assumed that the city will identify compliant and non-compliant proposals.

Task 5 Deliverables and Meetings

- Excel spreadsheets (saved as PDF files) and a summary of the evaluation of proposals

Task 6 | Facilitation of Proposer Interviews

Following the evaluation of proposals, Burns & McDonnell's Project Manager and Procurement Consultant will assist the City with the facilitation of proposer interviews. As part of this task, we will:

- Assist with identifying proposers to be interviewed
- Develop questions for the proposer interview
- Participate in proposer interviews
- Revise Burns & McDonnell's evaluation of proposals (Task 5) based on the interview
- Compilation of scoring from the evaluation committee in an Excel-based format

We anticipate conducting up to three interviews in a single day, and our proposal is based on one day of interviews.

Task 6 Deliverables

- Interview questions
- Participation of Burns & McDonnell Project Manager and Procurement Consultant at vendor interviews
- Revised memo and spreadsheets (saved as PDF files) that summarize the evaluation of proposals
- Compilation of scoring from the evaluation committee

Task 7 | Facilitation of Contract Negotiations

As requested, Burns & McDonnell can provide contract negotiations to assist the City. We can customize this task to allow for flexibility in the role played by our team. Burns & McDonnell has extensive experience in contract negotiations and can provide both technical and financial input. The role in the contract negotiations will be determined by various factors, including:

- Composition of the negotiation team (i.e., technical, legal and financial)
- Number of contracts awarded (i.e., one or multiple contracts)
- Other factors related to the procurement

As part of contract negotiations, we could conduct activities including, but not limited to, the following:

- On-site meetings with prospective provider(s)
- Conference call(s) with City staff and/or service provider(s)
- Updating financial analysis to reflect negotiated rates
- Review of proposed changes or amendments to contract
- Other tasks as needed

The Project Team recognizes that the amount of time will vary based on the pace and progress of the negotiations. The budget will significantly depend on the type of contract awarded. In the event the city requests contract negotiation services, such services would be billed on a time and expense basis, based on hourly rates.

Task 7 Deliverables

- To be determined

Task 8 | Benchmarking

The Project Team will benchmark the pricing and services levels for residential and commercial solid waste and recycling services for the following cities:

- Bastrop
- Buda
- Kyle
- Luling
- Manor
- San Marcos
- Seguin
- Taylor

While we will contact all of the cities, our goal is to obtain information from at least five. All information will be communicated via PowerPoint slides. Pricing information will be based on the price paid to contractors and on residential and commercial customers. Service levels will be compared via summary matrices.

Task 8 Deliverables

- PowerPoint slides to be presented to the City Council

Task 9 | City Council Workshops and Meetings

As requested, Burns & McDonnell will prepare for and participate in up to two City Council workshops and two City Council meetings during the procurement process. The timing and content of the workshops and meetings will be coordinated between the City and the Project Team.

Task 9 Deliverables

- Development of PowerPoint slides and participation at two City Council workshops and two City Council meetings

Task 10 | Additional Services and Transition and Implementation

Assistance (Optional)

Burns & McDonnell can provide additional services and transition and implementation assistance that are outside of the scope of work, subject to agreement between the City and the Project Team. In the event additional services are requested by the City, such additional services would be billed on a time and expense basis, based on hourly rates included in this proposal. Examples of additional services include, but are not limited to:

- Additional revisions to the RFP and/or contract (beyond those described in Task 3)
- Additional addenda preparation (beyond the description in Task 4)
- Evaluation of additional proposals (beyond those described in Task 5)
- Participation in more than one day of proposer interviews (beyond described in Task 6)
- Participation in contract negotiations with the selected contractor (beyond described in Task 7)
- Participation in City Council meetings

After the City enters into an agreement with the selected contractor, the City may request transition and implementation assistance. Examples of transition and implementation assistance include, but are not limited to:

- Ordinance revision
- Transitional assistance, guidance, and implementation support
- Cart procurement and negotiation
- Grant coordination for carts
- Customer rate development

- Meetings with City staff, contractor and/or City Council

If requested, we can develop a specific scope of work for future requested services.

Task 8 Deliverable(s)

- To be determined

Assumptions

There are a number of assumptions required in any procurement. For this assignment, the Project Team notes that our proposal is based on the understanding:

- The Project Team will coordinate with the City's Purchasing Department and City Attorney's Office and will rely on the City for any standard City language to be included within the RFP.
- The City Attorney's Office will provide all legal advice and will review the procurement documents and prepare and negotiate the contract documents.
- City staff will be responsible for the distribution of the procurement documents, advertising costs to announce the procurement, the coordination of the receipt of the proposals and the review of proposals in accordance with City requirements.
- Our project schedule is dependent on the timely provision of requested data and review of draft documents provided to the City.
- Burns & McDonnell and the City will utilize the same terms and conditions as included in the agreement between the parties dated March 18, 2020.

Fee

The following table provides an outline of the services to be provided and includes the fee, including professional fees and out-of-pocket expenses. We have included Tasks 1 – 5 as base services. The City may elect to utilize Burns & McDonnell for any combination of optional Tasks 6 - 10. Tasks 1 – 6 and 8 – 9 will be invoiced on a percent complete basis.

Task	Fee		Comments/Basis
	Base	Optional	
1. Project Initiation and Management	\$3,400		Introductory meeting and data review
2. Procurement Planning and Strategy Workshop	\$8,500		In-person workshop focused on developing content and strategy
3. Prepare Procurement Documents	\$23,100		Develop draft and final RFP and contract documents incorporating key decisions from Task 2 and comments from the City's review
4. Pre-Proposal Coordination and Addendum Preparation	\$5,600		Includes attendance at an in-person meeting and up to 16 hours to address questions
5. Evaluation of Proposals	\$12,000		Based on a technical and financial review of up to three proposals/services and including comparative matrices and one virtual meeting
6. Facilitation of Proposer Interviews		\$4,700	One day of interviews
7. Contract Negotiations		\$5,000	Fee based on time and materials with a budget allowance of \$5,000
8. Benchmarking		\$6,500	Content to communicate via PowerPoint
9. City Council Workshops and Meetings		\$13,000	Fee based on two workshops and two meetings. Services will be invoiced per meeting
10. Additional Services		\$5,000	Fee based on time and materials with a budget allowance of \$5,000
Sub Total	\$52,600	\$34,200	
Grand Total		\$86,800	

The table on the following page provides hourly rates for services that will be provided on an hourly basis (e.g., Tasks 7 and 10) based on the Burns & McDonnell standard BMR25-6 rate sheet. These proposed billing rates are in effect through December 31, 2025.

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$78.00
Technician *	6	\$99.00
Assistant *	7	\$120.00
	8	\$165.00
	9	\$195.00
Staff *	10	\$222.00
	11	\$243.00
Senior	12	\$275.00
	13	\$297.00
Associate	14	\$306.00
	15	\$308.00
	16	\$310.00
	17	\$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter.

Form BMR25-6

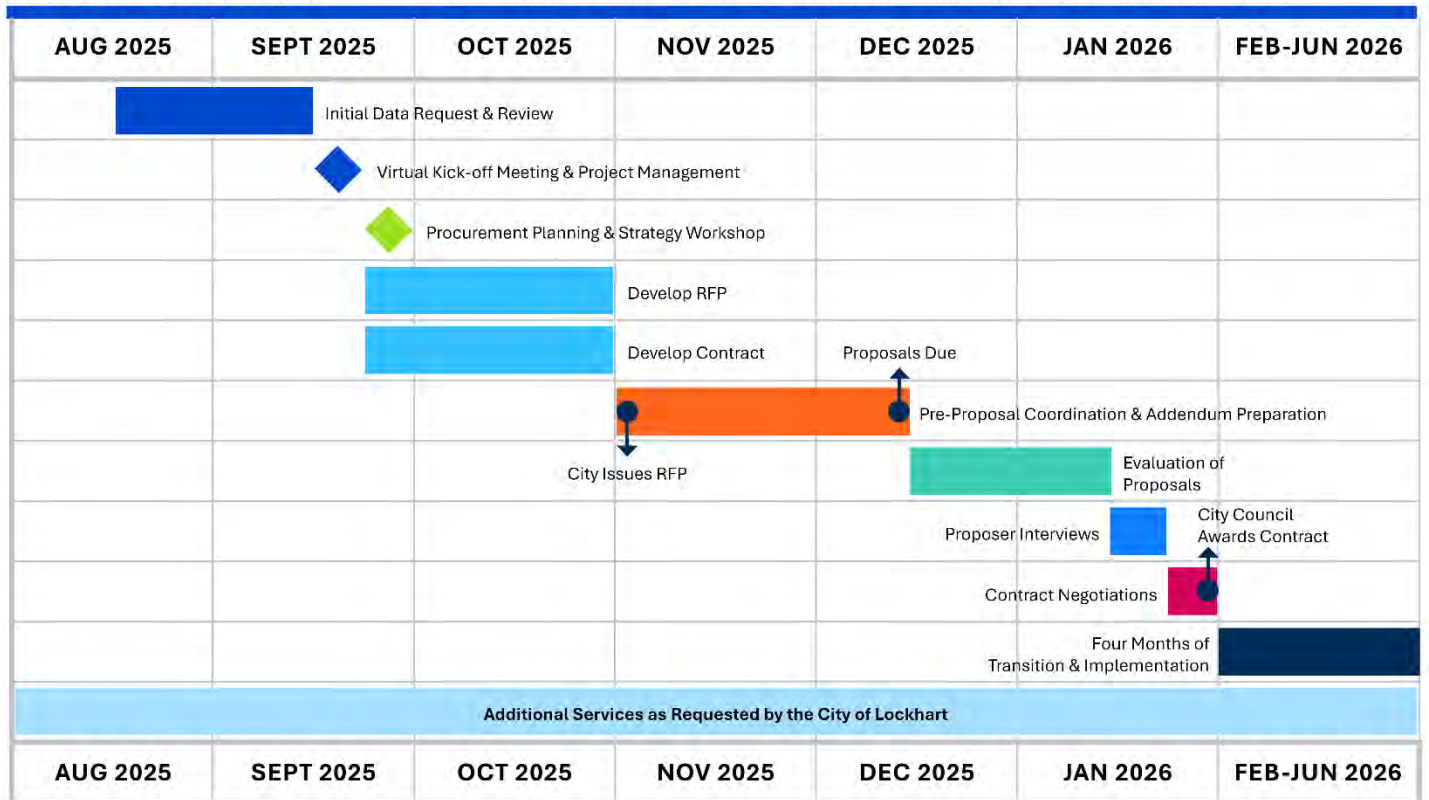


Project Schedule

We understand the City’s collection contract expires June 1, 2026. We have estimated a schedule of approximately four to six months for the procurement process, contract negotiations and City Council approval of a new contract. Assuming the City will issue a Notice to Proceed no later than August 19, 2025, the City would be able to award the contract to the selected collection provider by January-February 2026, which would provide approximately four to five months for transition and implementation. Given that there is adequate landfill and recycling processing capacity in the area and the relatively small number of vehicles needed to service the City and Burns & McDonnell’s depth and experience, it is our professional opinion that the schedule can be completed in a timely manner.

PROJECT SCHEDULE

CITY OF LOCKHART SOLID WASTE & RECYCLING PROCUREMENT CONSULTING SERVICES





6200 Bridge Point Parkway, Building 4, Suite 400
Austin, TX 78730
burnsmcd.com

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion regarding Resolution 2025-26 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) amendment to the existing contract with D. Wilson Construction Co. for Construction Manager at Risk (CMAR) services for the remodel of Fire Station #1 located at 201 W. Market St.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Joseph Resendez

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: D. Wilson Construction Co. has submitted a Guaranteed Maximum Price (GMP) proposal of \$2,441,745 based on current labor and material costs. If approved, construction is scheduled to begin in October 2025 and conclude in May 2026. The extended timeline reflects longer lead times for procurement of certain materials, particularly custom windows.

Updates

July 2025 – Burcham Environmental completed asbestos and lead paint abatement on the building's interior.

August 2025 – The Lockhart Historical Preservation Commission approved the Certificate of Alteration for roof, windows, and exterior improvements.

Construction documents have been finalized by Studio Steinbomer.

History

March 2025 – Council confirmed the base scope of work, including demolition, life safety systems, electrical, plumbing, drywall, flooring, HVAC, paint, appliances, diesel exhaust system, acoustic ceiling, framing, casework, repointing masonry, shower, overhead doors, replacement windows, signage, and exterior painting. Council also approved inclusion of abatement and replacement of the cement asbestos tile roof, replacement of the bell tower roof, and replacement of the low-sloped roof.

September 2024 – Council approved Resolution 2024-24 awarding a CMAR contract to D. Wilson Construction Co. for the Fire Station No. 1 remodel, and Resolution 2024-23 approving a contract with Studio Steinbomer for architectural and engineering services.

PROJECT SCHEDULE (if applicable): Estimated 9-month construction period beginning October 2025, with substantial completion projected for May 2026.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The primary funding source is General Fund Balance, with potential supplemental funding from the 2025 Certificates of Obligation (COs), subject to City Council approval.

PREVIOUS COUNCIL ACTION: September 17, 2024 – Approved CMAR contract with D. Wilson Construction Co. (Resolution 2024-24) and architectural/engineering services contract with Studio Steinbomer (Resolution 2024-23).

March 18, 2025 – Approved base scope of work and additional roof improvements.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2025-26 authorizing execution of the GMP amendment with D. Wilson Construction Co. in an amount not to exceed \$2,441,745 for the Fire Station No. 1 remodel.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-26 - Fire Station No. 1 GMP, Resolution 2024-24 - Fire Station No. 1 - CMAR Agmt

RESOLUTION NO. 2025-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A GUARENTEED MAXIMUM PRICE (GMP) AMENDMENT TO THE CONTRACT WITH D. WILSON CONSTRUCTION CO. FOR CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES RELATED TO THE FIRE STATION NO. 1 REMODEL PROJECT.

WHEREAS, the City Council of the City of Lockhart, Texas, has determined the need for professional Construction Manager at Risk (CMAR) services related to the remodel of Fire Station No. 1 at 201 W Market Street; and

WHEREAS, the City previously approved a contract with D. Wilson Construction Co. for CMAR services on September 17, 2024; and

WHEREAS, D. Wilson Construction Co., the Construction Manager at Risk, has received and evaluated bids and has submitted a GMP of \$2,441,745 for the Fire Station No. 1 Remodel; and

WHEREAS, the City desires to engage the services of D. Wilson Construction for CMAR services for the Fire Station No. 1 Remodel.

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

Section 1. The City Council of the City of Lockhart, Texas hereby accepts the GMP proposal (Exhibit A) of D. Wilson Construction Co. for CMAR services under a professional Construction Manager at Risk CMAR services contract.

Section 2. The City Manager is authorized to execute an amendment to the contract for CMAR services in an amount not to exceed \$2,441,745 (Exhibit B).

Section 3. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 4. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 19th day of August, 2025.

Lew White, Mayor

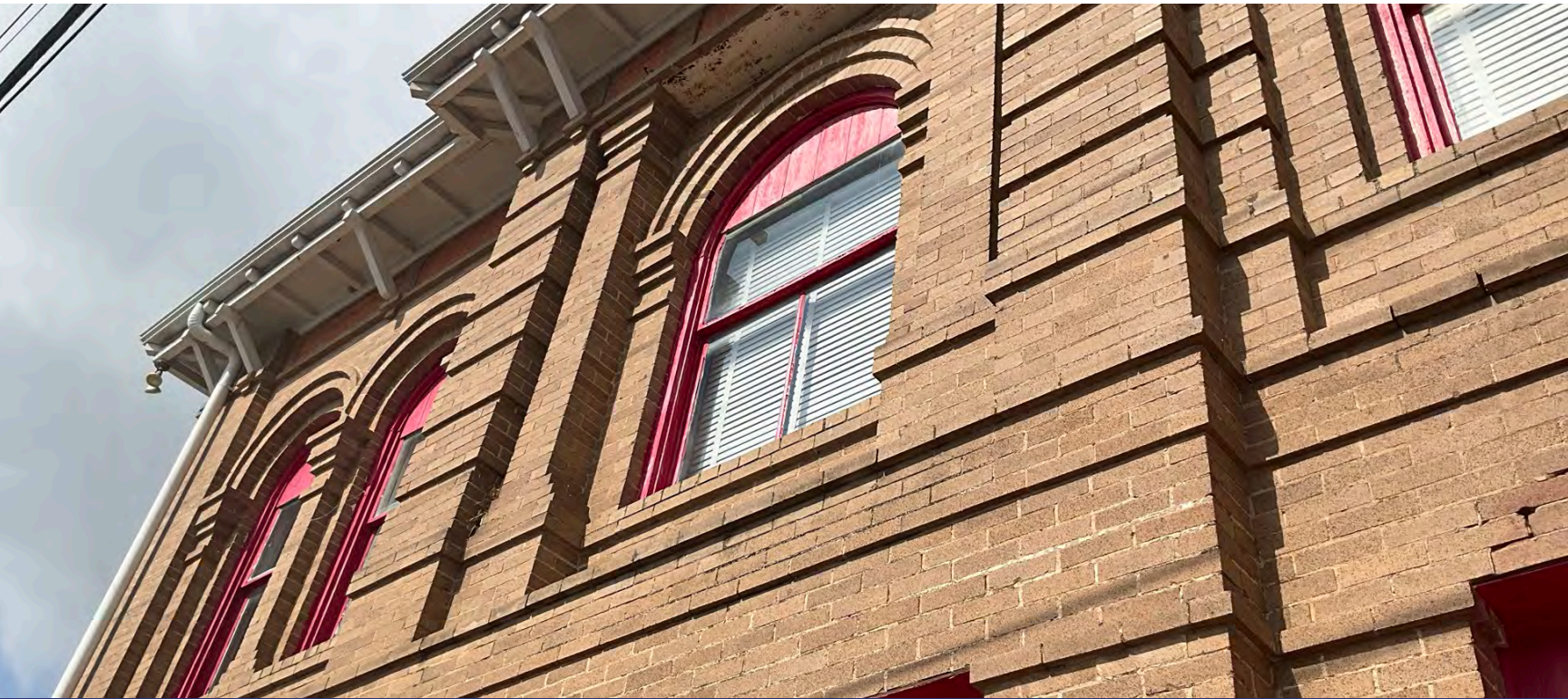
ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

EXHIBIT A
(GMP Proposal)



GMP AMENDMENT PACKAGE

**CONSTRUCTION MANAGER-AT-RISK (CMAR) SERVICES FOR
LOCKHART FIRE STATION NO. 1 REMODEL PROJECT
RFP# 2024-001-CMAR**

City of Lockhart
Attn: Finance Department
308 W. San Antonio Street
Lockhart, TX 78644

August 19, 2025

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Lockhart Fire Station - Preliminary Schedule

 Remaining Level of Effort  Baseline Milestone  Actual Level of Effort  Milestone  Actual Work  summary Remaining Work  Critical Remaining Work		Updates			
		Date	Revision	Checked	Approved



BID PACKAGE SUMMARY - 100% CONSTRUCTION DOCUMENTS

BID PACKAGE SUMMARY - 100% CONSTRUCTION DOCUMENTS				AREA BREAKDOWN									
				BASE BID		ROOFING		EXTERIOR IMPROVEMENTS		FIRE LINE		STRUCTURAL REPAIRS	
CODE	BID PACKAGE DESCRIPTION	GMP Amendment		TOTAL	\$ / SQFT	TOTAL	\$ / SQFT	TOTAL	\$ / SQFT	TOTAL	\$ / SQFT	TOTAL	\$ / SQFT
		100% CD ESTIMATE	\$ / GSFT										
AREA TOTAL(S):				6,375		6,375		6,375		6,375		6,375	
1A	GENERAL REQUIREMENTS	\$ 39,809	\$ 6.24	\$15,809	\$2.48	\$12,000	\$1.88	\$12,000	\$1.88		\$0.00		\$0.00
2A	SITE DEMOLITION	\$ 28,550	\$ 4.48	\$24,100	\$3.78		\$0.00		\$0.00	\$4,450	\$0.70		\$0.00
3A	FOUNDATIONS & PIERS	\$ 54,867	\$ 8.61	\$3,000	\$0.47		\$0.00		\$0.00	\$18,000	\$2.82	\$33,867	\$5.31
4A	MASONRY	\$ 173,025	\$ 27.14		\$0.00		\$0.00	\$173,025	\$27.14		\$0.00		\$0.00
5A	STRUCTURAL STEEL	\$ 3,000	\$ 0.47	\$1,500	\$0.24		\$0.00		\$0.00	\$1,500	\$0.24		\$0.00
5D	BALCONY RAILINGS & SCREENS	\$ 3,451	\$ 0.54	\$3,451	\$0.54		\$0.00		\$0.00		\$0.00		\$0.00
6A	ROUGH CARPENTRY	\$ 40,000	\$ 6.27	\$15,000	\$2.35		\$0.00	\$25,000	\$3.92		\$0.00		\$0.00
6D	MILLWORK	\$ 65,449	\$ 10.27	\$65,449	\$10.27		\$0.00		\$0.00		\$0.00		\$0.00
7A	WATERPROOFING / SEALANTS	\$ 5,000	\$ 0.78	\$5,000	\$0.78		\$0.00		\$0.00		\$0.00		\$0.00
7B	ROOFING	\$ 154,172	\$ 24.18		\$0.00	\$154,172	\$24.18		\$0.00		\$0.00		\$0.00
8A	DOORS / FRAMES / HARDWARE	\$ 20,867	\$ 3.27	\$20,867	\$3.27		\$0.00		\$0.00		\$0.00		\$0.00
8B	COILING DOORS / COILING SMOKE CURTAIN	\$ 24,138	\$ 3.79		\$0.00		\$0.00	\$24,138	\$3.79		\$0.00		\$0.00
8C	WINDOWS	\$ 188,000	\$ 29.49		\$0.00		\$0.00	\$188,000	\$29.49		\$0.00		\$0.00
8D	INTERIOR GLAZING / STOREFRONT	\$ 1,500	\$ 0.24	\$1,500	\$0.24		\$0.00		\$0.00		\$0.00		\$0.00
9B	DRYWALL / ACOUSTICAL	\$ 217,000	\$ 34.04	\$217,000	\$34.04		\$0.00		\$0.00		\$0.00		\$0.00
9C	TILE	\$ 15,760	\$ 2.47	\$15,760	\$2.47		\$0.00		\$0.00		\$0.00		\$0.00
9D	RESILIENT FLOORING / CARPET / WOOD FLOORING	\$ 18,390	\$ 2.88	\$18,390	\$2.88		\$0.00		\$0.00		\$0.00		\$0.00
9H	PAINTING	\$ 62,850	\$ 9.86	\$46,570	\$7.31		\$0.00	\$16,280	\$2.55		\$0.00		\$0.00
10A	SPECIALTIES PACKAGE	\$ 4,360	\$ 0.68	\$4,360	\$0.68		\$0.00		\$0.00		\$0.00		\$0.00
10B	SIGNAGE	\$ 5,000	\$ 0.78		\$0.00		\$0.00	\$5,000	\$0.78		\$0.00		\$0.00
10C	STORAGE SPECIALTIES	\$ 15,013	\$ 2.35	\$15,013	\$2.35		\$0.00		\$0.00		\$0.00		\$0.00
11E	RESIDENTIAL APPLIANCES	\$ 29,421	\$ 4.62	\$29,421	\$4.62		\$0.00		\$0.00		\$0.00		\$0.00
12B	WINDOW SHADES	\$ 7,975	\$ 1.25	\$7,975	\$1.25		\$0.00		\$0.00		\$0.00		\$0.00
21A	FIRE PROTECTION	\$ 61,802	\$ 9.69	\$61,802	\$9.69		\$0.00		\$0.00		\$0.00		\$0.00
22A	PLUMBING	\$ 70,694	\$ 11.09	\$70,694	\$11.09		\$0.00		\$0.00		\$0.00		\$0.00
23A	HVAC / CONTROLS	\$ 116,439	\$ 18.26	\$116,439	\$18.26		\$0.00		\$0.00		\$0.00		\$0.00
26A	ELECTRICAL / FIRE ALARM	\$ 401,524	\$ 62.98	\$401,524	\$62.98		\$0.00		\$0.00		\$0.00		\$0.00
33A	UTILITIES	\$ 17,196	\$ 2.70		\$0.00		\$0.00		\$0.00	\$17,196	\$2.70		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL COST OF WORK		\$1,845,252	\$289.45	\$1,160,624	\$182.06	\$166,172	\$26.07	\$443,443	\$69.56	\$41,146	\$6.45	\$33,867	\$5.31
GENERAL CONDITIONS		\$ 179,144	\$ 28.10	\$94,841.00	\$14.88	\$21,075.78	\$3.31	\$49,528.08	\$7.77	\$3,161.37	\$0.50	\$10,537.89	\$1.65
SUBTOTAL		\$2,024,396	\$317.55	\$1,255,465	\$196.94	\$187,248	\$29.37	\$492,971	\$77.33	\$44,307	\$6.95	\$44,405	\$6.97
GENERAL LIABILITY INSURANCE 1.20%		\$24,293	\$ 3.81	\$15,066	\$2.36	\$2,247	\$0.35	\$5,916	\$0.93	\$532	\$0.08	\$533	\$0.08
BUILDER'S RISK INSURANCE 0.11%		\$2,219	\$ 0.35	\$1,376	\$0.22	\$205	\$0.03	\$540	\$0.08	\$49	\$0.01	\$49	\$0.01
BUILDING PERMIT EXCLUDED		\$0	\$ -	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
PAYMENT & PERFORMANCE BOND		\$28,500	\$ 4.47	\$17,674.78	\$2.77	\$2,636.13	\$0.41	\$6,940.18	\$1.09	\$623.77	\$0.10	\$625.14	\$0.10
SUBTOTAL		\$2,079,408	\$326.18	\$1,289,582	\$202.29	\$192,336	\$30.17	\$506,367	\$79.43	\$45,511	\$7.14	\$45,612	\$7.15
MARKET FEE 6.75%		\$140,360	\$ 22.02	\$87,047	\$13.65	\$12,983	\$2.04	\$34,180	\$5.36	\$3,072	\$0.48	\$3,079	\$0.48
TOTAL WITH FEE		\$2,219,768	\$348.20	\$1,376,628	\$215.94	\$205,319	\$32.21	\$540,547	\$84.79	\$48,583	\$7.62	\$48,690	\$7.64
CONTRACTOR'S CONTINGENCY 10.00%		\$221,977	\$ 34.82	\$137,663	\$21.59	\$20,532	\$3.22	\$54,055	\$8.48	\$4,858	\$0.76	\$4,869	\$0.76
TOTAL COST WITH CONTINGENCY		\$2,441,745	\$383.02	\$1,514,291	\$238	\$225,851	\$35.43	\$594,602	\$93.27	\$53,442	\$8.38	\$53,559	\$8.40

City of Lockhart
Lockhart Fire Station No. 1 Remodel
Lockhart, Texas

Clarifications & Assumptions

The following represents specific qualification and clarification items that the GMP Amendment is based upon. They are as follows:

General Items

1. Pricing is based on
 - a. 100% CD drawings dated May 13, 2025
 - b. Addendum 1 dated June 04, 2025
 - c. Addendum 2 dated June 20, 2025
2. Pricing is based on specifications dated May 13, 2025
3. This Proposal Includes the following...
 - a. The following third-party testing and inspections will be provided by the Owner along with the Contractor's assistance.
 1. Construction Materials Testing and Inspections
 2. Building Envelope Testing and Inspections
 3. Testing, Adjusting, and Balancing
 4. Building Commissioning
 - c. DWCC will provide Builder's Risk.
 - d. Deductibles for all DWCC provided insurance are considered cost of work.
 - e. All work will occur during normal business hours, 7AM-5PM, Monday through Saturday.
 - e. Geo-political and economic factors remaining from the global pandemic continue to adversely impact our industry. The volatile price fluctuations in commodities and unprecedented demand for construction services, has resulted in material price escalation, extended lead times or unavailability of some materials, equipment, and products, and an inflationary labor environment. This price proposal is valid for 30 calendar days after which if not accepted may be subject to adjustment of price or duration. If during the performance of the contract the price of any material, equipment, or product increases through no fault of D. Wilson Construction Co. or its subcontractors or suppliers, the price shall be equitably adjusted through the Construction Manager and/or Owner Contingency so long as the GMP is not exceeded in accordance with the procedures of the Contract by an amount reasonably necessary to cover any such price increases beyond what was reasonably anticipated. Where during the performance of the contract the delivery of materials, equipment, or product is delayed, through no fault of D. Wilson Construction Co., or its subcontractors or suppliers, such as unavailability of transportation, port of entry delays, supply-chain shortages, etc. the Contract Time shall be equitably adjusted by Change Order in accordance with the procedures of the Contract. D. Wilson Construction Co. has included labor and

general conditions cost for the entire project period from the Notice to Proceed to Final Completion including 10% project schedule float. The general conditions are not segregated between the two projects but are for the entire contract complete.

- f. Project management, quality control, administrative support staff, and project safety professionals (Assistants & Coordinator) will be shared for the contract duration amongst both projects and are not dedicated to the individual projects.
- g. The temporary facilities required for construction activities will be shared for the contract complete are not dedicated to the individual projects.
- h. The Construction Manager also reserves the right to utilize the Construction Contingency through a Contingency Use Request in the event of force majeure so long as the GMP is not exceeded.
- i. This GMP Proposal does not include Design Liability Insurance. D. Wilson Construction Co. takes no design responsibility for any scope of work within the Project.
- j. Value Engineering ideas are the benefit of the project. Those ideas are to be fully vetted by the Architect/Engineer of Record and incorporated into the construction documents upon acceptance. Engineering required in the Performance Specifications has been assigned to the appropriate subcontractor for their individual scopes of work based on the design criteria provided by the Architect/Engineer of Record.

4. This Proposal Excludes the following...

- a. Addendum 3 dated August 12, 2025
- b. All TCO, temporary permit and inspection fees.
- c. Municipal building permits, development fees, tap or utility impact fees
- b. The cost of any licensing agreements, ROW agreements and aerial rights.
- d. Third party commissioning.
- e. The cost loading and resource loading of the CPM construction schedule.
- f. Escalation as it is assumed that the project will be complete in 2026.
- g. Sales tax on incorporated materials. It is understood that Client is a tax-exempt organization and will provide a tax exemption certificate.

Division 01 – General Requirements

5. This Proposal **Includes** the following...
 - a. DWCC to include temporary connections to water and power (assuming owner will provide water and power for duration of project)
 - b. Temporary fencing around the project site, traffic control for deliveries and equipment, and waste management for the duration of the project.
 - c. Utility consumption costs for electrical, water and other utilities required for construction activities at the project will be paid for by the Owner through connections to the existing facility.
 - d. Abatement needs to be completed (by others) prior to construction start. This is an owner furnished critical path item than will need to coordinated with DWCC.
 - e. DWCC will not commence the construction duration until both:
 1. A written Notice to Proceed (NTP) is received from the Owner
 2. The building permit is provided by the Owner
6. This Proposal **Excludes** the following...
 - a. Additional improvements to meet building code, energy code, and/or ADA/TAS standards above what the documents indicate.

Division 02 – Existing Conditions

7. This Proposal **Includes** the following...
 - a. Demolition of existing flooring finishes as indicated.
 - b. Demolition of overhead doors and track as indicated.
 - c. Demolition of existing wood siding as indicated.
 - d. Demolition of existing doors, frames, and hardware as indicated.
 - e. Demolition of existing millwork and plumbing fixtures as indicated.
 - f. Demolition of existing ceiling finishes, light fixtures, HVAC supply and return grills as indicated.
 - g. Haul of and disposal of removed materials listed above.
8. This Proposal **Excludes** the following...
 - a. Demolition of windows, wood wainscot, utility work/disconnects/reroutes.
 - b. Shoring, bracing, engineering, stamped drawings.
 - b. Salvaging of materials, fixtures, equipment
 - c. Abatement of materials
 - d. Soil remediation/ testing of any kind or haul-off of contaminated soils.

Division 03 – Concrete

9. This Proposal **Includes** the following...
 - a. Structural concrete repair.
 1. Column Repair: 5sf
 2. Slab/ Beam Repair: 870sf
 - b. Concrete pour back.
10. This Proposal **Excludes** the following...
 - a. Masonry reinforcing
 - b. Concrete finish systems

Division 04 – Masonry

11. This Proposal **Includes** the following...
 - a. Allowance for 10% of exterior brick repoint. \$150/SF for additional masonry repoint.
12. This Proposal **Excludes** the following...
 - a. Masonry lintels
 - b. Brick replacement
 - c. Interior brick repointing.

Division 05 – Metals

13. This Proposal **Includes** the following...
 - a. Metal stud framing
 - b. Access ladder
 - c. Structural Steel Allowance for penetrations in exterior wall.
14. This Proposal **Excludes** the following...
 - a. Steel reinforcement
 - b. Structural steel
 - c. Decorative metals
 - d. Steel Window Grills

Division 06 – Woods and Composites

15. This Proposal **Includes** the following...
 - a. Plastic Laminate Cabinets
 - c. Roof sheathing repair (110 SF)
 - d. Wood Handrail
 - e. Sills at windows figured as paint-grade pine or equal
 - f. Wood Infill at windows
 - g. Patch and repair wood subfloor - Upper Level - Allowance
16. This Proposal **Excludes** the following...
 - a. N/A

Division 07 – Thermal & Moisture Protection

17. This Proposal **Includes** the following...
 - a. R-38 batt insulation
 - b. Roof tile replacement
 - c. Repairs to TPO
 - d. New standing seam metal roofing on Tower
18. This Proposal **Excludes** the following...
 - a. Removal of Tower, Tower will remain in place during construction

Division 08 – Openings

19. This Proposal **Includes** the following...

- a. Door hardware
- b. Wood doors with 4-15/16" jambs
- c. Medium density overlay wood doors
- d. (3) 12x9 Clopay 3220 Sectional Overhead doors with motor operated with NEMA 1 photo eyes, and surface mounted 3 button control station.
- e. New wood windows to be...
 - a. Marvin - Ultimate
 - b. single hung
 - c. Pine: paint grade interior
 - d. Clad: white finish exterior
 - e. Glass: Low E3
 - f. Closest available in the standard product line to match existing for size and shape.

20. This Proposal **Excludes** the following...

- a. Additional structural framing for overhead door.
- b. Aluminum storefront systems

Division 09 – Finishes

21. This Proposal **Includes** the following...

- a. Carpet flooring as noted
- b. Tile flooring as noted.
- c. LVT flooring as noted.
- c. Johnsonite Stance rubber base as noted.
- d. Install Schluter Finec on outside corners of tile installation. Install Schluter Jolly at top of tile.
- e. Level 4 tape and float with light roller stipple finish at new GWB walls.
- f. Prime and paint new and existing GWB walls.
- g. Accent walls
- h. Prime and paint new window casing, sills, doors, and door frames.
- i. Patch and Repair existing walls – Allowance
- j. New framing to be metal stud framing.

22. This Proposal **Excludes** the following...

- a. Patching or repairing plaster on existing walls
- b. Concrete sealers/hardeners
- b. Floor leveling
- c. Waxing
- d. Truck exhaust system finishes
- e. Mech 215, Vault 222, Equipment bay 109.
- f. Double layer sheet rock.
- g. Exterior Cover for Fire Line "Doghouse"
- h. Painting or refinishing the vault door/ frame
- i. Removal of Tower, Tower will remain in place during construction

Division 10 – Specialties

23. This Proposal **Includes** the following...
- a. Toilet partitions and accessories
 - b. Fire extinguishers
 - c. Phenolic lockers (9)
 - d. Exterior Signage Allowance
24. This Proposal **Excludes** the following...
- a. Interior Signage
 - b. Corner guards

Division 11 – Equipment

25. This Proposal **Includes** the following...
- a. Residential kitchen appliances
 - b. Bosch Electric Range HEF1050MU in lieu of noted
26. This Proposal **Excludes** the following...
- a. N/A

Division 12 – Furnishings

27. This Proposal **Includes** the following...
- a. Window shades as indicated.
28. This Proposal **Excludes** the following...
- a. N/A

Division 21 – Fire Protection

29. This Proposal **Includes** the following...
- a. Delegated design by fire sprinkler subcontractor building fire sprinkler system.
30. This Proposal **Excludes** the following...
- a. Fire Pump
 - b. DCDV
 - c. Pressure Regulator
 - d. Remote FDC

Division 22 – Plumbing

31. This Proposal **Includes** the following...
- a. Plumbing systems and fixtures
32. This Proposal **Excludes** the following...
- a. N/A

Division 23 – HVAC

33. This Proposal **Includes** the following...
- a. HVAC duct work
 - b. Relocating existing HVAC unit
34. This Proposal **Excludes** the following...
- a. New HVAC unit(s)
 - b. Salvaging existing fixtures

Division 26 – Electrical

35. This Proposal **Includes** the following...
- a. Electrical systems and lighting fixtures
36. This Proposal **Excludes** the following...
- a. Furnishing transformers
 - b. Salvaging existing fixtures

Division 27 – Communications

37. This Proposal **Includes** the following...
- a. N/A
38. This Proposal **Excludes** the following...
- a. Audio Visual
 - b. Data
 - c. Low voltage cabling

Division 28 – Electronic Safety & Security

39. This Proposal **Includes** the following...
- b. Delegated design by fire alarm subcontractor building fire alarm system.
40. This Proposal **Excludes** the following...
- a. Dedicated phone lines to fire alarm control panel.
 - b. Security systems
 - c. Access controls
 - d. Surveillance systems
 - e. Mass notification systems.

Division 31 – Earthwork

41. This Proposal **Includes** the following...
- a. N/A
42. This Proposal **Excludes** the following...
- a. All earthwork / asphalt is excluded from DWCC's scope of work

Division 32 – Exterior Improvements

43. This Proposal **Includes** the following...
- a. N/A
44. This Proposal **Excludes** the following...
- a. All landscape and irrigation
 - b. Paving and Pavement Markings
 - c. Fencing

Division 33 – Utilities

45. This Proposal **Includes** the following...
- c. Fire Line connection from 5'0" outside building to fire riser - Allowance
46. This Proposal **Excludes** the following...
- a. Fire Line Tap
 - b. Fire Line from City public utilities to 5'0" from building

List of Allowances

The following allowances represent the direct cost of work for their respective items and if the cost exceed the stated allowance that will result in increase in the contract sum.

1. Site Demolition Sub - Concrete Drive 5'0" outside the building: \$3,750
2. Demo Wall - Fire Line Penetration: \$700
3. CIP Concrete Sub - Concrete Drive 5'0" outside the building: \$18,000
4. Structural Concrete Repair: \$33,867
5. Masonry Restoration: \$173,025
6. Structural Steel Support - Fire Line Penetration: \$1,500
7. Structural Steel Support - Diesel Exhaust Penetration: \$1,500
8. Access ladder to roof hatch: \$ 3,451
9. Patch and repair wood subfloor - Upper Level: \$2,000
10. New wood window furnish and install: \$188,000
11. Patch and Repair existing walls: \$3,000
12. Signage Exterior: \$5,000
13. Fire Line connection from 5'0" outside building to fire riser: \$17,196

Lockhart Fire Station #1		
Exhibit 2: Drawings and Specifications		
Drawing Index		
Sheet No	Sheet Name	Construction Set
ARCHITECTURAL		
A-001	COVER SHEET	5/13/2025
A-002	LIFE SAFETY PLAN	5/13/2025
A-003	NOTES & SPECIFICATIONS	5/13/2025
A-004	NOTES & SPECIFICATIONS	5/13/2025
A-005	TAS REQUIREMENTS	5/13/2025
A-101	LOWER LEVEL DEMOLITION PLAN	6/20/2025
A-102	UPPER LEVEL DEMOLITION PLAN	6/20/2025
A-103	LOWER LEVEL DEMOLITION REFLECTED CEILING PLAN	6/20/2025
A-104	UPPER LEVEL DEMOLITION REFLECTED CEILING PLAN	5/13/2025
A-105	LOWER LEVEL FLOOR PLAN	6/20/2025
A-106	UPPER LEVEL - NEW FLOOR PLAN	6/20/2025
A-106A	UPPER LEVEL - FINISH FLOOR PLAN	6/20/2025
A-107	LOWER LEVEL REFLECTED CEILING PLAN	6/20/2025
A-108	UPPER LEVEL REFLECTED CEILING PLAN	6/20/2025
A-109	ROOF PLAN	6/20/2025
A-110	ENLARGED PLANS	5/13/2025
A-201	EXTERIOR ELEVATIONS	5/13/2025
A-201A	EXTERIOR ELEVATIONS	6/20/2025
A-202	EXTERIOR ELEVATIONS	5/13/2025
A-202A	EXTERIOR ELEVATIONS	5/13/2025
A-203	INTERIOR ELEVATIONS	5/13/2025
A-204	INTERIOR ELEVATIONS	5/13/2025
A-401	ROOF DETAILS	5/13/2025
A-402	ROOF DETAILS	5/13/2025
A-601	SCHEDULES AND DETAILS	6/20/2025
A-602	SCHEDULES AND DETAILS	5/13/2025
ELECTRICAL		
E-101	LOWER LEVEL ELECTRICAL DEMO PLAN	5/13/2025
E-102	UPPER LEVEL ELECTRICAL DEMO PLAN	5/13/2025
E-201	LOWER LEVEL LIGHTING PLAN	5/13/2025
E-202	UPPER LEVEL LIGHTING PLAN	5/13/2025
E-301	LOWER LEVEL POWER PLAN	5/13/2025
E-302	UPPER LEVEL POWER PLAN	5/13/2025
E-401	ELECTRICAL SCHEDULES	5/13/2025
E-402	ELECTRICAL RISER DIAGRAMS	5/13/2025
E-403	ELECTRICAL PANEL BOARD	5/13/2025
E 501	ELECTRICAL SPECIFICATIONS	5/13/2025

MECHANICAL		
M-001	MECHANICAL GENERAL NOTES AND DETAILS	5/13/2025
M-002	MECHANICAL SCHEDULES	5/13/2025
M-003	MECHANICAL SPECIFICATIONS	5/13/2025
M-004	MECHANICAL SPECIFICATIONS	5/13/2025
M-005	MECHANICAL SPECIFICATIONS	5/13/2025
M-006	MECHANICAL SPECIFICATIONS	5/13/2025
M-007	MECHANICAL SPECIFICATIONS	5/13/2025
M-008	MECHANICAL SPECIFICATIONS	5/13/2025
M-009	MECHANICAL SPECIFICATIONS	5/13/2025
M-101	LOWER LEVEL MECHANICAL DEMO PLAN	5/13/2025
M-102	UPPER LEVEL MECHANICAL DEMO PLAN	5/13/2025
M-201	LOWER LEVEL MECHANICAL PLAN	5/13/2025
M-202	UPPER LEVEL MECHANICAL PLAN	5/13/2025
PLUMBING		
P-001	PLUMBING DETAILS, SCHEDULES AND NOTES	5/13/2025
P-101	PLUMBING DEMO PLAN LOWER LEVEL	5/13/2025
P-102	UPPER LEVEL PLUMBING DEMO PLAN	5/13/2025
P-103	LOWER LEVEL PLUMBING PLAN	5/13/2025
P-104	UPPER LEVEL PLUMBING PLAN	5/13/2025
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S-001	STRUCTURAL NOTES	6/4/2025
S-101	SECOND FLOOR FRAMING PLAN	6/4/2025
S-102	FRAMING PLAN - UPPER LEVEL	6/4/2025
S-310	CONCRETE REPAIR DETAILS	6/4/2025

END

Lockhart Fire Station #1		
Exhibit 2: Drawings and Specifications		
Project Specifications		
Section No.	Section Name	Dated
GENERAL REQUIREMENTS SUBGROUP		
Division 00 Procurement and Contracting Requirements		
00 01 10	Table of Contents	5/13/2025
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01 10 00	SUMMARY	5/13/2025
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01 25 00	SUBSTITUTION PROCEDURES	5/13/2025
01 29 00	PAYMENT PROCEDURES	5/13/2025
01 31 00	PROJECT MANAGEMENT AND COORDINATION	5/13/2025
01 33 00	SUBMITTAL PROCEDURES	5/13/2025
01 40 00	QUALITY REQUIREMENTS	5/13/2025
01 50 00	TEMPORARY FACILITIES AND CONTROLS	5/13/2025
01 60 00	PRODUCT REQUIREMENTS	5/13/2025
01 73 00	EXECUTION	5/13/2025
01 77 00	CLOSEOUT PROCEDURES	5/13/2025
01 78 23	OPERATION AND MAINTENANCE DATA	5/13/2025
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02 41 19	SELECTIVE DEMOLITION	5/13/2025
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04 03 22	HISTORIC BRICK UNIT MASONRY REPAIR	5/13/2025
04 03 23	HISTORIC BRICK UNIT MASONRY REPOINTING	5/13/2025
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06 10 00	ROUGH CARPENTRY	5/13/2025
06 10 10	ROOF BLOCKING AND NAILERS	5/13/2025
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	5/13/2025
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07 21 00	THERMAL INSULATION	5/13/2025
07 32 20	SYNTHETIC ROOF TILE	5/13/2025
07 54 10	THERMOPLASTIC SINGLE PLY ROOFING	5/13/2025
07 56 50	PREPARATION FOR ROOFING	5/13/2025
07 62 10	SHEET METAL FLASHING AND TRIM	5/13/2025
07 90 10	ROOF SEALANTS	5/13/2025
07 92 00	JOINT SEALANTS	5/13/2025
Division 08 - Openings		
08 14 16	FLUSH WOOD DOORS	5/13/2025
08 36 13	SECTIONAL DOORS	5/13/2025
08 52 00	WOOD WINDOWS	5/13/2025
08 71 00	DOOR HARDWARE	6/4/2025
Division 09 - Finishes		
09 22 16	NON-STRUCTURAL METAL FRAMING	5/13/2025
09 29 00	GYPSUM BOARD	5/13/2025
09 30 13	CERAMIC TILING	5/13/2025
09 51 23	ACOUSTICAL TILE CEILINGS	5/13/2025
09 65 13	RESILIENT BASE AND ACCESSORIES	5/13/2025
09 65 19	RESILIENT TILE FLOORING	5/13/2025
09 68 13	TILE CARPETING	5/13/2025
09 68 16	SHEET CARPETING	5/13/2025
09 91 13	EXTERIOR PAINTING	5/13/2025
09 91 23	INTERIOR PAINTING	5/13/2025

Division 10 - Specialties		
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	5/13/2025
10 44 16	FIRE EXTINGUISHERS	5/13/2025
10 51 29	PHENOLIC LOCKERS	5/13/2025
Division 11 - Equipment		
11 30 13	RESIDENTIAL APPLIANCES	5/13/2025
Division 12 - Furnishings		
12 36 23.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS	5/13/2025
SUPPLEMENTAL INFORMATION		
	Asbestos Inspection Report (by others)	

End

EXHIBIT B

(D. Wilson Construction Co. - CMAR Contract - A133-2009 Exhibit A GMP Amendment)

AIA® Document A133™ – 2009

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Fire Station No. 1 Remodel Project
201 W Market St.
Lockhart, Texas 78644

THE OWNER:

(Name, legal status and address)

City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

D. Wilson Construction Co.
1858 Grandstand Drive
San Antonio, TX 78238

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « Two Million Four Hundred Forty One Thousand Seven Hundred Forty Five Dollars » (\$«2,441,745 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

GMP Estimate Summary, dated 8/14/2025

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

«N/A »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
1). Site Demolition Sub - Concrete Drive 5'0" outside the building:	1). \$3,750
2). Demo Wall - Fire Line Penetration:	2). \$700
3). CIP Concrete Sub - Concrete Drive 5'0" outside the building:	3). \$18,000
4). Structural Concrete Repair:	4). \$33,867
5). Masonry Restoration:	5). \$173,025
6). Structural Steel Support - Fire Line Penetration:	6). \$1,500
7). Structural Steel Support - Diesel Exhaust Penetration:	7). \$1,500
8). Access ladder to roof hatch:	8). \$ 3,451
9). Patch and repair wood subfloor - Upper Level:	9). \$2,000
10). New wood window furnish and install:	10). \$188,000
11). Patch and Repair existing walls:	11). \$3,000
12). Signage Exterior:	12). \$5,000
13). Fire Line connection from 5'0" outside building to fire riser:	13). \$17,196

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« See GMP Estimate Qualification (Clarifications & Assumptions) »

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See GMP Estimate Qualification	Clarifications & Assumptions	8/15/2025	8

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

« See Exhibit 2 "List of Documents" »

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

« See Exhibit 2 "List of Documents" »

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

« Refer to Attached GMP Amendment Package dated 8/19/2025 »

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

«Not later than Two Hundred Thirty Nine (239) calendar days from the date of commencement of the Work.

The date of commencement of the Work shall be established as follows:

1. A written Notice to Proceed (NTP) is received from the Owner
2. The building permit is provided by the Owner »

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« Josue Reyes » President & Chief Executive Officer

(Printed name and title)

CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS SELECTING D. WILSON CONSTRUCTION CO. AS CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR FIRE STATION NO. 1 REMODEL PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 5, 2024, City Council approved an oral resolution authorizing the Construction Manager At Risk (CMAR) delivery method for procurement of construction services to remodel Fire Station No. 1;

WHEREAS, on May 13, 2024, the City published notice of the request for proposals for performing the duties of Construction Manager at Risk for the Fire Station No. 1 Remodel Project and received two responses on May 31, 2024;

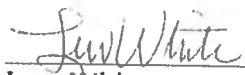
WHEREAS, City Staff evaluated the proposals and is recommending the selection of D. Wilson Construction Co. as the CMAR that offers the best value for the Fire Station No. 1 Remodel Project; and

WHEREAS, the City Council desires to authorize the City Manager to execute a contract with D. Wilson Construction Co.;

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

1. The City Council hereby awards CMAR services for the Fire Station No. 1 Remodel Project to D. Wilson Construction Co.
2. The City Manager is hereby authorized to execute a contract, a draft copy of which is attached to this Resolution as Exhibit 1, with D. Wilson Construction Co. to serve as the Construction Manager at Risk to perform construction services to remodel Fire Station No. 1.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas this 17th day of September, 2024.


Lew White
Mayor

ATTEST:

By: 
Julie Bowermon
City Secretary

APPROVED AS TO FORM:

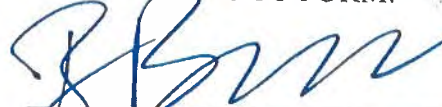

Bradford Bullock
City Attorney



EXHIBIT 1

Construction Manager At Risk (CMAR) Agreement

Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA A133 - 2019) where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AGREEMENT made as of the 3rd day of September in the year 2024.

BETWEEN the Owner:

City of Lockhart, TX
308 W. San Antonio St.
PO Box 239
Lockhart, TX 78644

and the Construction Manager:
(Name, legal status, address, and other information)

D. Wilson Construction Co.
1858 Grandstand Drive
San Antonio, TX 78238

for the following Project:

Fire Station No. 1 Remodel Project

The Architect:

Steinbomer & Associates, Architects, Inc. dba Sudio Steinbomer Architecture and Interiors
4303 Medical Parkway
Austin, TX 78756

The Owner and Construction Manager agree as follows.

EXHIBIT 1

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Originally built in 1914 as the City of Lockhart's first City Hall and Fire station, Lockhart's Fire Station No. 1 has been in nearly continuous use as an operating fire station as well as housing a variety of other purposes, including a jail, police department, and municipal court. Some modifications have necessarily been made over the years but without significant impact on the actual structure. The building is now and has been for some time, used entirely for Fire Department purposes. The scope of the project is a significant interior remodel of the existing building with a focus on life safety, electrical upgrades, and improvement to the living areas for the firefighters. **The Construction Manager shall work with the Owner to coordinate Fire Department operations before and during construction as well as during performance of work in the warranty periods so as to provide the least impact to public safety and protect private and public property.**

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project Location: 201 W Market St, Lockhart, Texas

EXHIBIT 1

Project Specifics – Scope of Work:

Base Scope:

- Installation of a full automatic fire suppression system (sprinklers), fire/smoke notification system.
- Deisel Exhaust system for noxious gases in the apparatus bays.
- Enhanced fire/smoke protection on the ceilings and stair walls of the first level.
- Enhanced emergency exiting from the second level.
- Living and working quarters renovations includes upgrade both restrooms up and down, and upstairs fully renovated kitchen, sleeping quarters, most ceilings and floor finishes.
- Upgrades to hazardous electrical panels and switchgear.
- Enhanced fire/smoke barrier between Apparatus Bays and sleeping areas above.
- Enhanced emergency exiting from second floor.
- Enhanced Living and working quarters for Firefighters.
- Restroom on first floor renovated including exhaust air vent, reduced tripping hazard.
- Restroom on second floor completely renovated with new expanded shower, new finishes.
- Kitchen: replace cabinets, appliances and reorganize for better utilization.
- Relocate existing furnace #2 to above ceiling and new ductwork throughout that system.
- Remodel one room bunk style sleeping quarters to three separate rooms.
- New ceilings and LED lights throughout new ceiling areas.
- New floor finishes.
- Re-pointing of some brick masonry.
- New Overhead Doors
- New Exterior Signage

Add Alternate Scope:

- Re-glazing and painting the exterior of all existing windows.
- Repainting of all exterior doors and woodwork, including the cornice.

Work to be completed under separate contract:

- Interior Asbestos remediation.

Exhibit C of the Contractor's Response to the Request for Proposal ("RFP") provides a Preliminary Drawing and Specifications for Interim Review of the Project site and interior. Final Drawings and Specifications will be completed with input from the Owner, Construction Manager, and the Architect.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The estimated construction budget at the current scope and at time of execution is \$673,000. GMP Amendment to be executed at a later date.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

See Exhibit D of the RFP for Preliminary Schedule.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not applicable.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

EXHIBIT 1

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Additional Project considerations will be determined on an as-needed basis.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

City Manager
« Steven Lewis »
« Lockhart City Manager »
« 105 S. Colorado Street »
« Lockhart, Texas 78644 »
« slewis@lockhart-tx.org »
« 512-769-8072 (Mobile) »

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

« Steinbomer & Associates, Architects, Inc. dba Sudio Steinbomer Architecture and Interiors »« »
«4303 Medical Parkway »
« Austin, Texas, 78756 »
« 512-479-0022
Attn: Amy Bramwell »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

« »
« »
« »

EXHIBIT 1

« »
« »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«
Leland Stennett
DWCC Regional Manager
1858 Grandstand
San Antonio, Tx. 78238
lelands@dwilsonconstruction.com
(210)825-9643
»

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« Not applicable. »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« Not applicable. »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« None. »

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply in its entirety unless specifically stated otherwise in the AIA Document A201™-2017,

EXHIBIT 1

General Conditions of the Contract for Construction. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services, including but not limited to preparing schedules and estimates. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. The recommendations and advice of the Construction Manager concerning design alternatives and potential cost savings shall be subject to the review and approval of the Architect, Owner and the Owner's professional consultants. The Construction Manager shall certify to the Owner that the Project, to the best of his knowledge, has been constructed in accordance with the Architect's construction documents. The certification shall be in a form which is acceptable to the Owner and Construction Manager.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; site use and improvements; selection of materials and equipment; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; dates of Substantial Completion and Final Completion; and the occupancy/service requirements of the Owner. If updated Project schedules indicate that previously-approved schedules may not be met, then Construction Manager shall make appropriate recommendation to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

EXHIBIT 1

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 Intentionally omitted.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

EXHIBIT 1

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« See Tab 5, Attachment B »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall not be more than 30 days after the date of Substantial Completion; and
- .6 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the

EXHIBIT 1

Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a governmental entity. In the event that the Construction Manager is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, or regulation takes effect after the Contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment. Other than services normally associated with Construction Manager's performance of the general conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager's bid or proposal provides the best value for the Owner.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner, when such services are reasonably necessary for the Project, shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. This shall specifically include an abatement survey conducted prior to the start of the Preconstruction Phase.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Construction Manager's Services shall be provided in conjunction with the services of the Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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« None. See Tab 5 »

§ 5.1.2 Intentionally omitted.

§ 5.1.2.1 Intentionally omitted.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « six » (« 6 ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services may be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable within thirty (30) days of receipt of the Construction Manager's invoice. Amounts unpaid « more than sixty » (« 60 ») days after the invoice date shall bear interest at the legal rate prevailing from time to time as indicated in Texas Government Code 2251.025.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment as set forth in Article 11. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee of which the total shall not exceed the Guaranteed Maximum Price.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« The Construction Manager's Fee shall be calculated as 6.75% of the Cost of the Work, and not as a percentage of the Contract Sum. No Construction Manager's Fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of Work »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »Method of adjustment for changes shall be via a Change event to modify the contract value plus a fee of 6.75%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« 10% »

§ 6.1.5 Intentionally omitted.

§ 6.1.6 Liquidated Damages

« § 6.1.6.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement.

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§ 6.1.6.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to one thousand dollars (\$1,000) per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 6.1.6.3 Such damages shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Construction Manager. »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« None. »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform minor work at the site or, with the Owner’s prior approval, at off-site workshops.

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§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« See Tab 5, Attachment B »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, except taxes from which the Owner is exempt by virtue of its status as a governmental entity, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors or Construction Manager in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Intentionally omitted.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

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§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable, except this does not include taxes from which the Owner is exempt by virtue of its status as a governmental entity.

§ 7.6.3 Fees and assessments for the building permit, construction permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.6 Costs for software acquired specifically for the Work and not previously owned by or licensed to Construction Manager, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Intentionally omitted.

§ 7.6.10 Intentionally omitted.

§ 7.6.11 Intentionally omitted.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9 or other provisions or amendments to this Agreement. However, notwithstanding anything in Article 7 to the contrary, no reimbursable cost or expense will be paid again if it is also included and paid in any general conditions amount submitted by Construction Manager.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in

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which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include any items not specifically enumerated in Attachment B.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions; and (4) offers the best value to Owner, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all

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costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the « 15th » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « 30th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « forty-six » (« 46 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by Owner and the amount of such payments to subcontractors and supplies, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be (1) the percentage of that portion of the Work which has actually been completed.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

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- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 10% »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« Not applicable. »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« None. »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« None. »

§ 11.1.9 Intentionally omitted.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

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§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements according to the terms below:

- .1 During monthly payment substantiation, the Construction Manager shall submit an AIA Document G703-1992, Continuation Sheet which adequately identifies the percentage of Work complete and the amount to be paid to Subcontractors; and
- .2 verify said information described in Section 11.1.11.1 with reports detailing checks provided to Subcontractors.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting and reconciliation for the Cost of the Work, including allowances and change orders, containing the detailed requirements by this Subparagraph 11.2.1, and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum

EXHIBIT 1

Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest in accordance with Texas Government Code 2251.025.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision or recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« Not applicable. »

« »

« »

« »

§ 12.1.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Construction Manager’s or Architect’s opportunity to cure.

§ 12.2 Binding Dispute Resolution

For any Claim arising out of the terms of the Contract Documents or performance of Work, including those subject to, but not resolved by voluntary mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction in Caldwell County, Texas

[☐] Other: *(Specify)*

« »

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

EXHIBIT 1

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as

EXHIBIT 1

the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« Using the same method set forth in Section 13.2.2 of this Agreement »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price, if established, and Contract Time may be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project in accordance with law, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 14.2.2 The Owner may, with written consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1

Commercial General Liability as follows with policy limits of not less than the below:

See Certificate of Insurance in Exhibit B.

§ 14.3.1.6 Intentionally omitted

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

EXHIBIT 1

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 Payment and Performance Bonds. The Construction Manager shall provide both a payment and performance bond before commencing Work on the Project in accordance with Texas Government Code Sec. 2253.021.

§ 14.4 Notice requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission:

« »

§ 14.5 Other provisions:

« **Texas Public Information Act.** Contractor acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Contractor (and Contractor's professional associates and/or Subcontractors) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552). Contractor agrees that City is under no obligation to notify Contractor of a request for information or to otherwise ensure confidentiality.

Form 1295 Certificate. The Parties acknowledge that the Contractor will complete a Form 1295 required pursuant to Section 2252.908(c)(4), Texas Government Code before final execution of this Agreement.

Verifications of Statutory Representations and Covenants. The Contractor makes the following representations and verifications to enable to City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Contractor, respectively within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) No Waiver of Immunity. The Contractor acknowledges that the Owner, as a municipality, is a government entity operating under the laws of the State of Texas and therefore has sovereign immunity from all claims and liabilities

EXHIBIT 1

unless specifically waived pursuant to express statutory authority. Nothing in this Agreement or the Contract Documents shall be construed to waive the Owner's sovereign immunity beyond what is statutorily authorized pursuant to Texas law.»

§ 14.6 INDEMNIFICATION

CONTRACTOR DOES HEREBY AGREE TO, INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICIAL, OFFICERS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, LIENS, OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS, AND ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE SUCH INDEMNITY SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS WHEN THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, LIENS, OR CAUSES OF ACTIONS LIE AGAINST ANY PERSON OR ENTITY INDEMNIFIED HEREIN.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price;
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, to be executed at a later date;
- .3 D. Wilson Construction Company Response to Request for Proposal, to the extent that it does not conflict with the terms of the other documents comprising the Agreement, including Attachment B and Tab 5; and
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

« »« »



(Printed name and title)

EXHIBIT 1

unless specifically waived pursuant to express statutory authority. Nothing in this Agreement or the Contract Documents shall be construed to waive the Owner's sovereign immunity beyond what is statutorily authorized pursuant to Texas law.»

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This Agreement is entered into as of the day and year first written above.



OWNER (Signature)

« » « » STEVE LEWIS, CITY MANAGER
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

« » « » Jonie Reyes
(Printed name and title)

DRAFT AIA® Document A133™ – 2009**Guaranteed Maximum Price Amendment****for the following PROJECT:***(Name and address or location)*« »
« »**THE OWNER:***(Name, legal status and address)*« »
« »**THE CONSTRUCTION MANAGER:***(Name, legal status and address)*« »
« »**ARTICLE A.1****§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

« »

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

« »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

EXHIBIT 1

EXHIBIT A

Item	Price (\$0.00)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

« »

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

« »

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

« »« »

(Printed name and title)

« »« »

(Printed name and title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2024

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 Hughston Insurance Agency, Inc. PO Box 8550 Brownsville TX 78520		CONTACT NAME: Camille Atkinson PHONE (A/C, No, Ext): (956) 542-4387 E-MAIL ADDRESS: camille@hiains.net FAX (A/C, No): (956) 542-8335															
INSURED D. Wilson Construction Company 1207 E. Pecan McAllen TX 78501 (956) 686-9573		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER B: National Union Fire Ins. Company</td> <td>19445</td> </tr> <tr> <td>INSURER C: Aetna American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER D: United Fire & Casualty</td> <td>13021</td> </tr> <tr> <td>INSURER E: Travelers Insurance</td> <td>19445</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: New Hampshire Insurance Company	23841	INSURER B: National Union Fire Ins. Company	19445	INSURER C: Aetna American Insurance Company	43460	INSURER D: United Fire & Casualty	13021	INSURER E: Travelers Insurance	19445	INSURER F:	
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COVERAGES		NR	CERTIFICATE NUMBER: Cert ID 3936 (180)	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.						
INSURER	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ OTHER OR: ☐ AGGREGATE LIMIT APPLIES PER POLICY ☒ PROJECT ☐ LOC		3292114	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any and all persons) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000 CRIMINAL SINGLE LIMIT (Per accident) \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		4544771	09/01/2023	09/01/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA UAB ☐ EXCESS UAB ☐ UAB & RETEN UNLS ☐ CLAIMS-MADE		CX00XDY23	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	22298392	09/01/2023	09/01/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Builder's Risk		46314213	09/01/2023	09/01/2024	Any One Jobsite \$ 25,000,000
E	Leased/Rented Equipment		QT-G60-B492LS66-TLC-23	09/01/2023	09/01/2024	Any One Item \$ 100,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Bid for Lockhart Fire Station No. 1						

CERTIFICATE HOLDER City of Lockhart 308 W. San Antonio St. P. O. Box 239 Lockhart TX 78644	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:
---	---

ACORD 25 (2016/03)

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HUGHSTON

INSURANCE AGENCY

David C. Hughston, CIC, CPCU
Peggy Gonzalez, CIC, CPCU, CRIS
Christopher Hughston, CIC
Brock Hughston

May 24, 2024

Joe Araiza
D. Wilson Construction Company
P. O. Box 3455
McAllen, TX 78501

Re: D. Wilson Construction Company
City of Lockhart
Lockhart Fire Station No. 1

To Whom It May Concern:

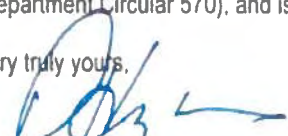
It has been the privilege of Hughston Insurance Agency, Inc. to provide surety bonds on behalf of D. Wilson Construction Company for over fifty (50) years, during which time D. Wilson Construction Company has performed and we have issued performance and payment bonds for contracts valued as high as \$80,000,000.00 single project. In our opinion, D. Wilson Construction Company remains properly financed, well equipped, and capably managed.

At the present time, Markel Insurance Company (with Treasury Limit over \$193,000,000) provides a \$200,000,000.00 aggregate surety program to D. Wilson Construction Company. Markel Insurance Company is listed in the State Board of Insurance, Bond Department's "List of Insurance Companies" licensed to write fidelity and surety bonds in Texas and is authorized to do business up to the limit of the contract. Bonding capacity has remained unchanged for the last five (5) years.

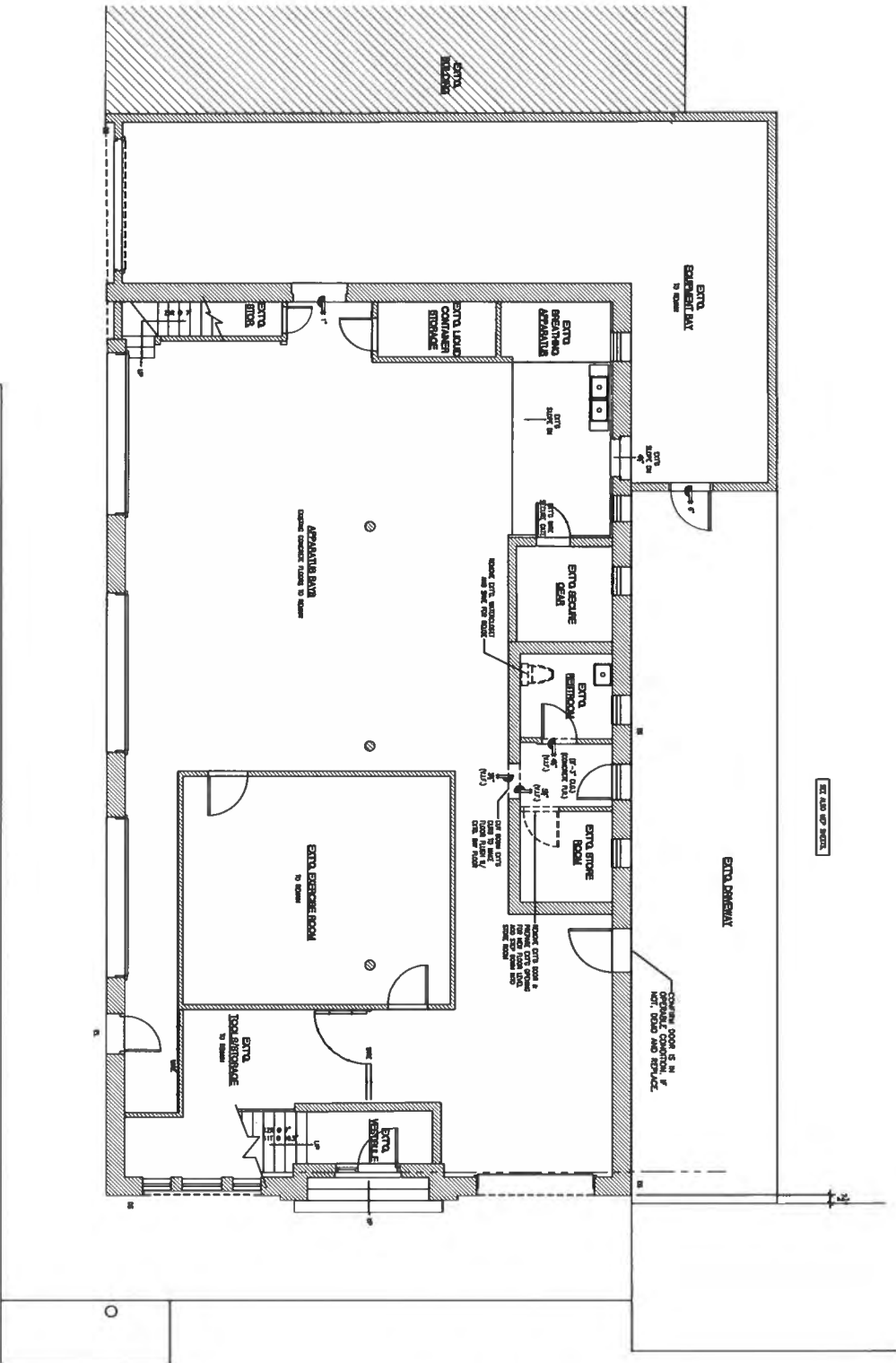
As always, Markel Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

Markel Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A+ XV by A.M. Best Company.

Very truly yours,


David C. Hughston, CPCU
Attorney-in-Fact

46 Cove Circle P.O. Box 8190 BROWNSVILLE, TEXAS 78526 (956) 542-4387 Fax (956) 542-8335
www.hiains.net



1 LOWER LEVEL DECK/COLUMN PLAN
1/11/2011
1/11/2011
1/11/2011

GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
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- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

LEGEND

- 1. EXISTING WALL CONSTRUCTION
- 2. EXISTING WALL CONSTRUCTION
- 3. EXISTING WALL CONSTRUCTION
- 4. EXISTING WALL CONSTRUCTION
- 5. EXISTING WALL CONSTRUCTION
- 6. EXISTING WALL CONSTRUCTION
- 7. EXISTING WALL CONSTRUCTION
- 8. EXISTING WALL CONSTRUCTION
- 9. EXISTING WALL CONSTRUCTION
- 10. EXISTING WALL CONSTRUCTION

RENOVATION TO THE
LOCKHART FIRE STATION #1
201 W MARKET ST, LOCKHART, TEXAS 78644

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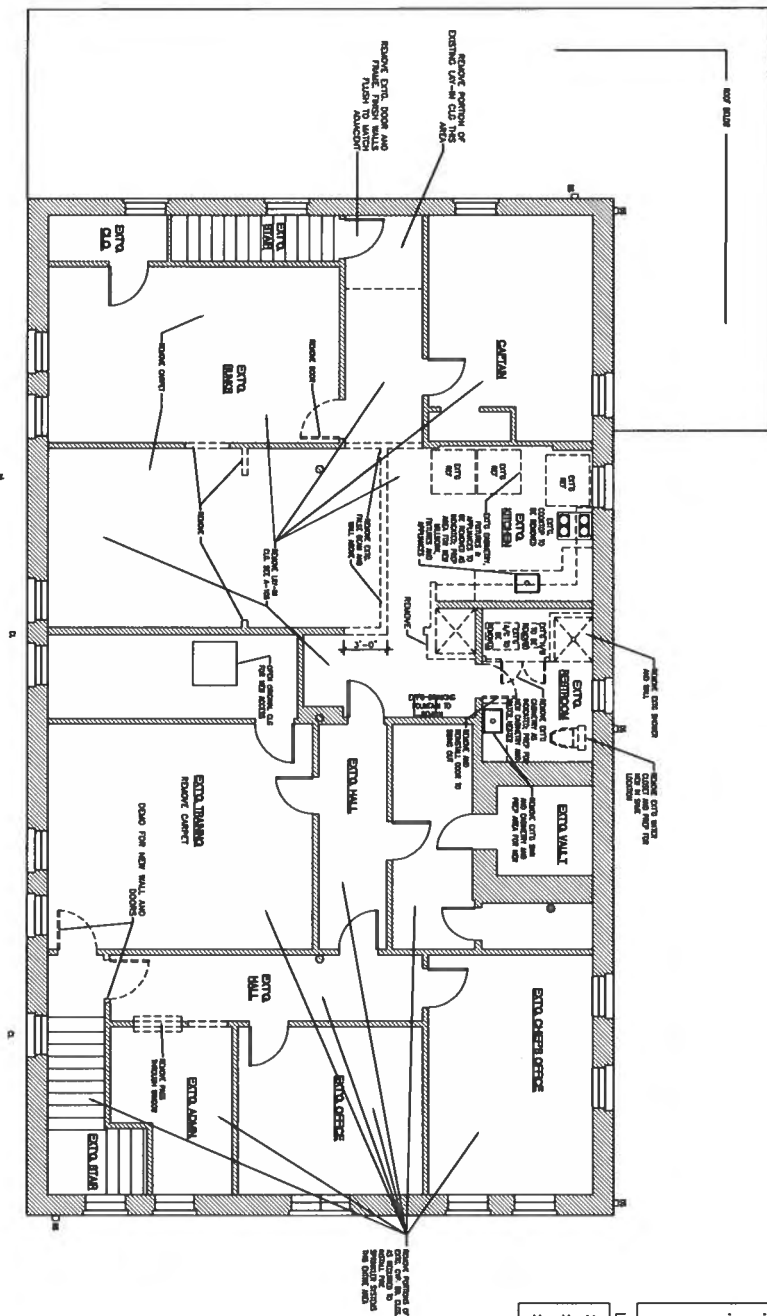
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DRAWN	BAW/TL
SCALE	AS SHOWN
NO.	1/11/2011
DESCRIPTION	1/11/2011
DATE	11/11/2011
DRAWN	BAW/TL
SCALE	AS SHOWN
NO.	1/11/2011
DESCRIPTION	1/11/2011
DATE	11/11/2011
DRAWN	BAW/TL
SCALE	AS SHOWN
NO.	1/11/2011
DESCRIPTION	1/11/2011

GENERAL NOTES

- [illegible]

LEGEND

- ZZZZZZZZZZ** **CORNING WALL CONSTRUCTION**
- **BLOCKING AIDS TO BE DISCUSSED**
- =====** **DITTO WITH FLOORING**



LOCKHART FIRE STATION #1

201 W MARKET ST, LOCKHART, TEXAS 78644

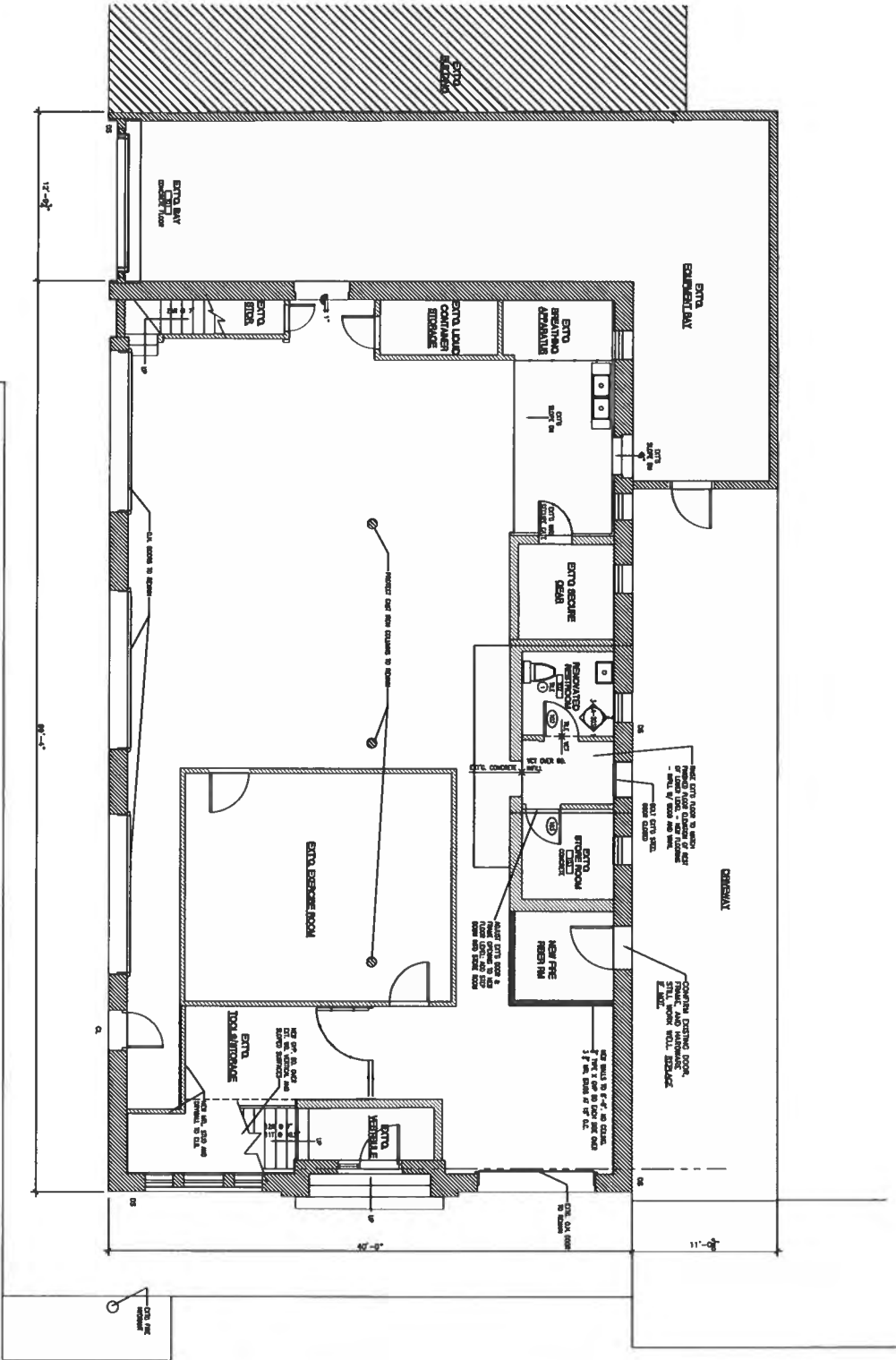
[illegible]

SHEET 1 OF 1
 DETAIL PLAN
 A-102

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interior design & architecture

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Tel 512.476.0022

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ROBERT A. STEINBOCK
TEXAS REG. #7988



GENERAL NOTES

- 1. SHOWN GENERAL DESCRIPTION OF EXISTING CONDITIONS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- 2. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
- 3. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODE (IMC) AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND HEATING CODE (IPHC).
- 4. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE LATEST EDITIONS OF THE INTERNATIONAL FIRE ALARM AND NOTIFICATION CODE (IFAN).
- 5. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SCHEDULING CODE (ISC) AND THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC).
- 6. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC).
- 7. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC).
- 8. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC).
- 9. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC).
- 10. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC).

LEGEND

- 1. EXISTING WALL CONSTRUCTION
- 2. NEW WALL CONSTRUCTION (STUD WALLS AND PARTIAL)
- 3. EXISTING FLOOR CONSTRUCTION
- 4. NEW FLOOR CONSTRUCTION (STUD FLOORS AND PARTIAL)
- 5. EXISTING ROOF CONSTRUCTION
- 6. NEW ROOF CONSTRUCTION (STUD ROOFS AND PARTIAL)

GENERAL SCOPE NOTES

- 1. PROJECT AND ALL OF THE BUILDING SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF LOCKHART, TEXAS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOCKHART, TEXAS.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOCKHART, TEXAS.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOCKHART, TEXAS.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOCKHART, TEXAS.

ADDITIONAL SCOPE NOTES

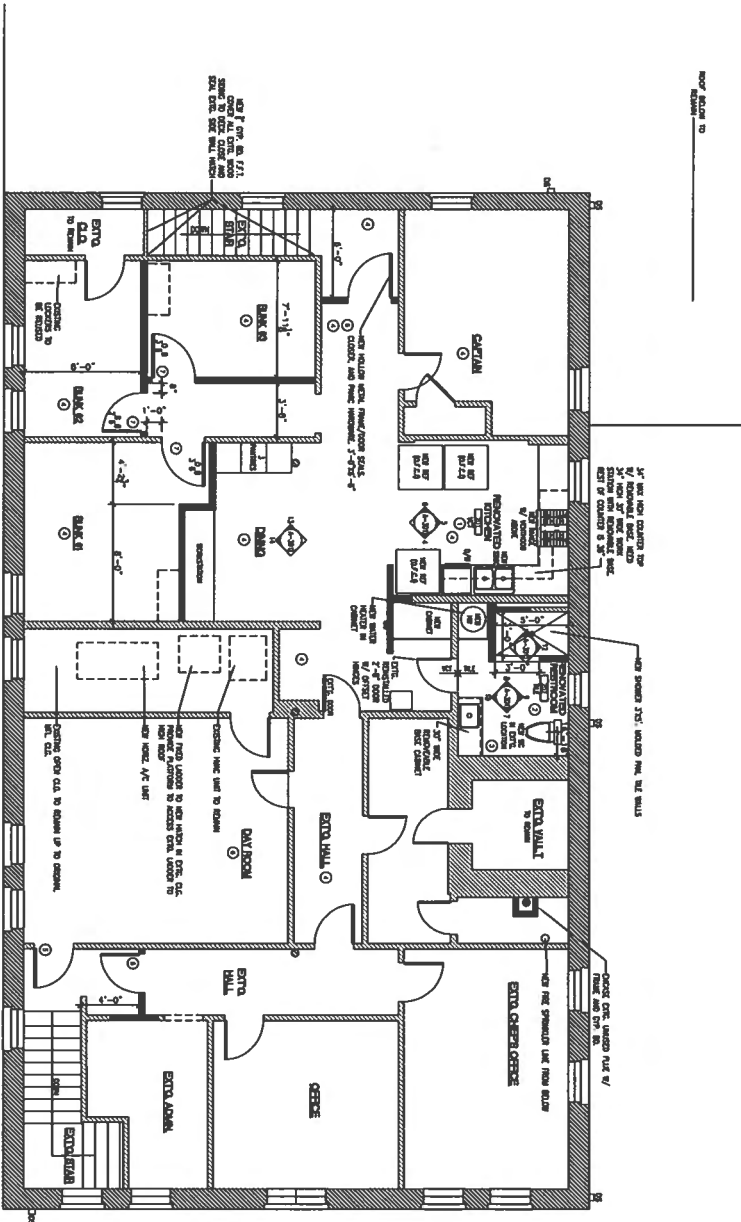
- 1. REMAIN EXISTING WALLS AND ROOF TO BE REINFORCED.
- 2. REMAIN EXISTING WALLS AND ROOF TO BE REINFORCED.
- 3. REMAIN EXISTING WALLS AND ROOF TO BE REINFORCED.
- 4. REMAIN EXISTING WALLS AND ROOF TO BE REINFORCED.
- 5. REMAIN EXISTING WALLS AND ROOF TO BE REINFORCED.

RENOVATION TO THE
LOCKHART FIRE STATION #1
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TEXAS REG. #7988

A-103
SHEET 1 OF 1
LOWER LEVEL
FLOOR PLAN
DATE: 11/14/21
DRAWN: RAB/PL
CHECKED: AS/MD
REVISION: 01/21/21



UPPER LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOCKHART AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO THE START OF CONSTRUCTION.
- 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC ROADS AT ALL TIMES.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES NOT TO BE REMOVED OR ALTERED.
- 4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL TREES AND LANDSCAPE FEATURES TO REMAIN.
- 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING CONSTRUCTION.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL ADJACENT PROPERTIES AND PUBLIC ROADS.
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LEGEND

- 1. EXISTING BUILDING FOOTPRINT
- 2. EXISTING CONCRETE FOUNDATION
- 3. EXISTING CONCRETE SLAB
- 4. EXISTING CONCRETE WALL
- 5. EXISTING CONCRETE COLUMN
- 6. EXISTING CONCRETE BEAM
- 7. EXISTING CONCRETE JOIST
- 8. EXISTING CONCRETE GIRDER
- 9. EXISTING CONCRETE TRUSS
- 10. EXISTING CONCRETE ROOF

GENERAL SCOPE NOTES

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ADDITIONAL SCOPE NOTES

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- 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.

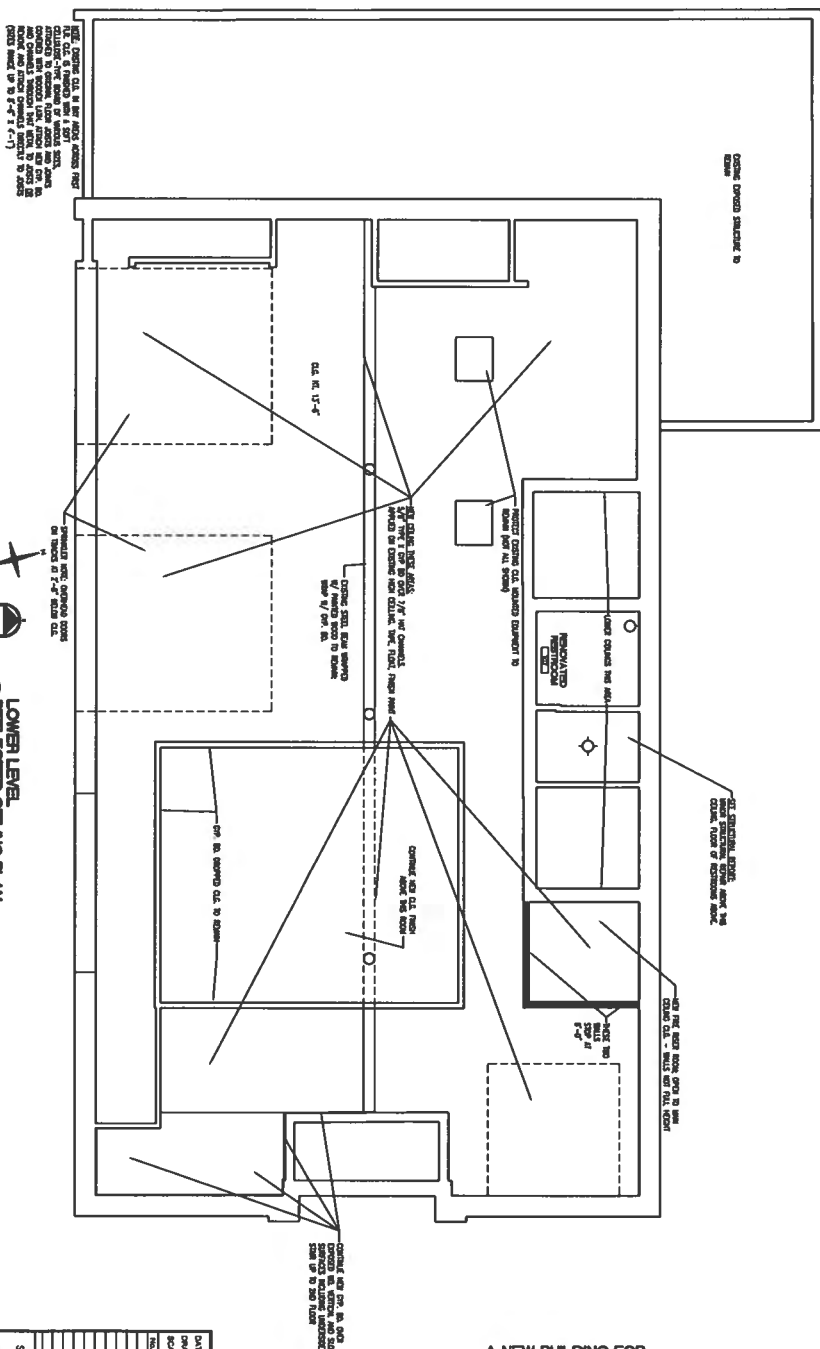
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REVISIONS
DATE
BY
REASON

SHEET 1 OF 1
UPPER LEVEL FLOOR PLAN
A-104
DATE: 1/1/2020
SCALE: AS SHOWN
BY: [Signature]
CHECKED: [Signature]
DATE: 1/1/2020



November 2021-24 • Pg. 24 of 6

LEGEND

- [illegible]

GENERAL NOTES

- [illegible]

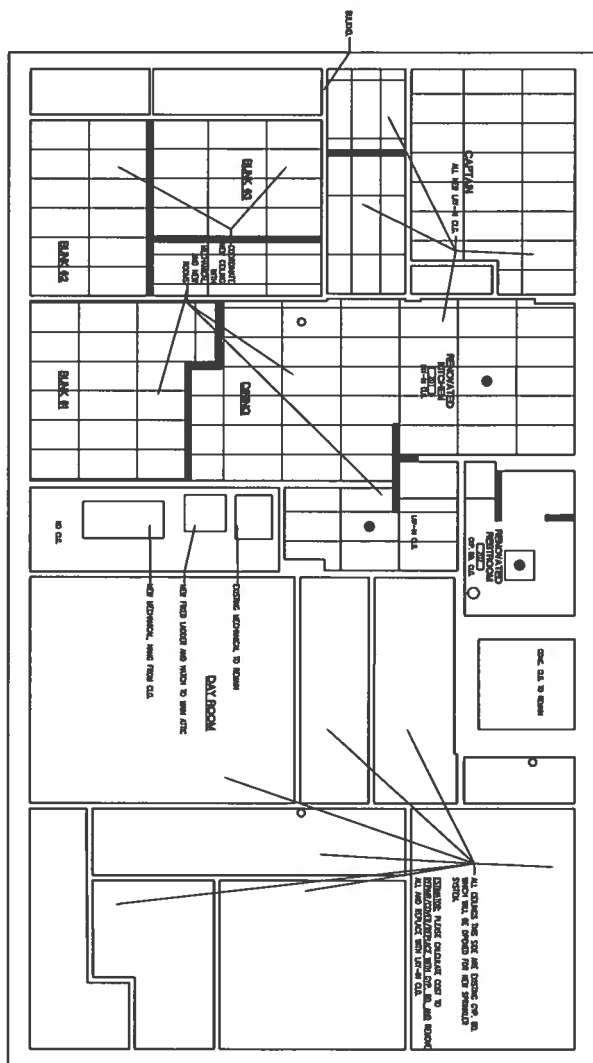
CONCOMITANT OUTSIDE THE LIMITS OF DIRECT AND ASSUMED



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- [illegible]

GENERAL NOTE:

- [illegible]

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A NEW BUILDING FOR
LOCKHART FIRE STATION #1
BORCHERT LOOP, LOCKHART, TEXAS 78844

DATE	RD/11/11	
DRAWN	SL/P/RL	
SCALE	AS NOTED	
No.	Description	Date
	ENCOR	7/2/07

SHEET X OF X
UPPER LEVEL -
REFLECTED COLUMN
PLANS
A-106

GENERAL NOTES

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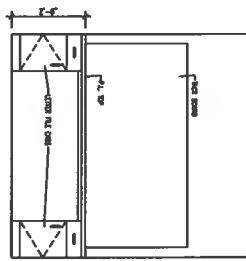
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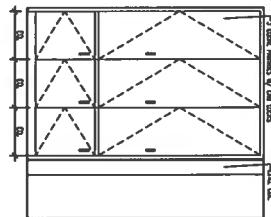
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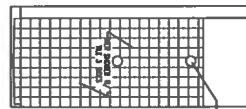
TI 512.429.0022
www.steinbomer.com



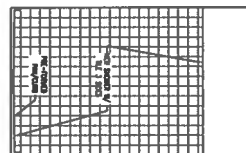
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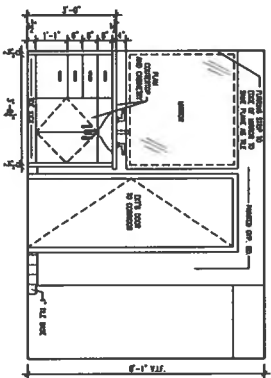
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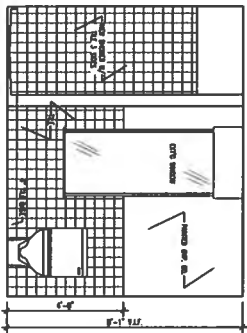
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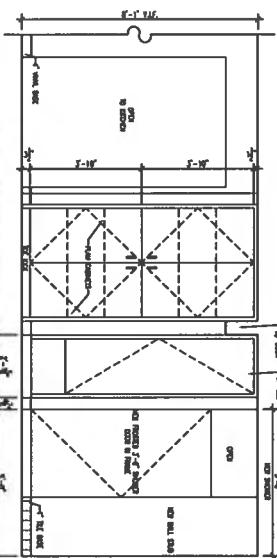
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- SHOWER INSIDE WEST
11 SCALE: 1/2"=1'-0"



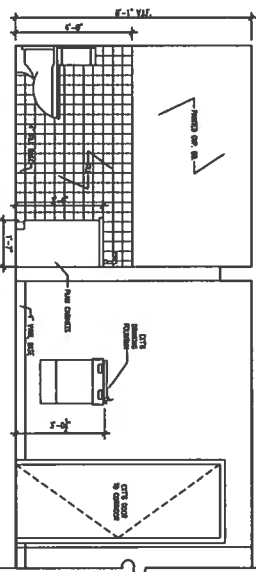
RENOVATED RESTROOM 202 - SOUTH
10 SCALE 1/2"=1'-0"



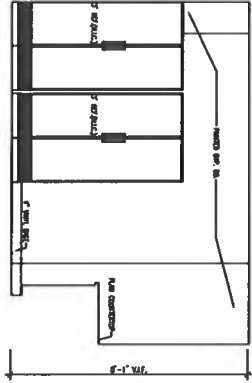
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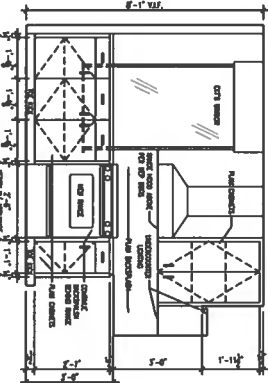
8 RENOVATED RESTROOM 202/HALL - WEST
SCALE 1/2"=1'-0"



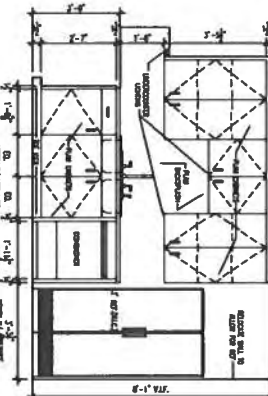
7 RENOVATED RESTROOM 202/HALL - EAST
SCALE: 1/4" = 1'-0"



⑥ **RENOVATED KITCHEN 201 - WEST**
SOLD: 1/2 = 1-0



RENOVATED KITCHEN 201 - NORTH
SQUIL: 1/2 - 1-0
Rendevouz 2024-04 - Pg. 26 of 60



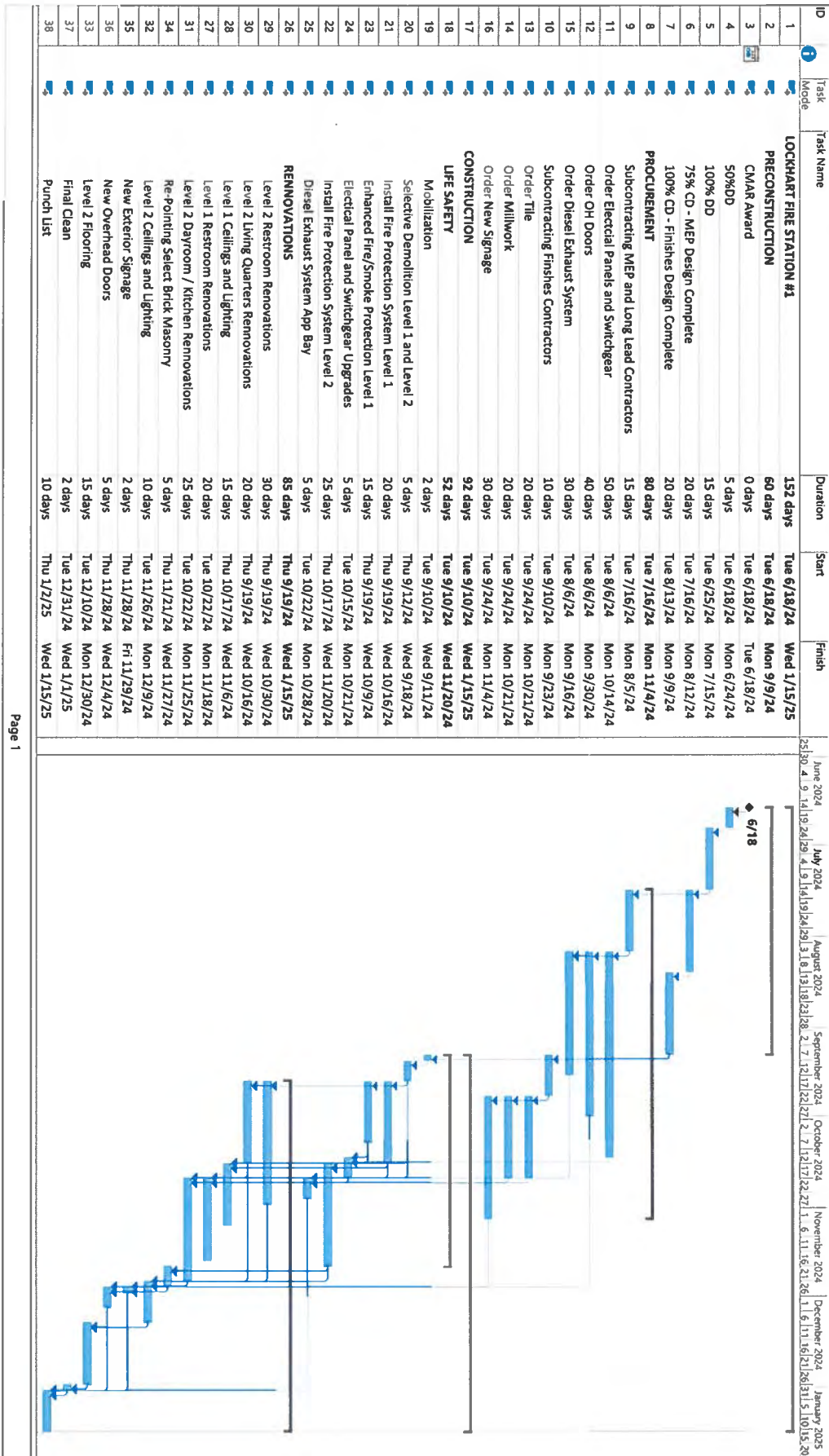
4 RENOVATED KITCHEN 201 - EAST
SCALE: 1/2" = 1'-0"

[illegible]

A NEW BUILDING FOR
LOCKHART FIRE STATION #1
BORCHERT LOOP, LOCKHART, TEXAS 78644

Lockhart Fire Station - Preliminary Schedule

LOCKHART FIRE STATION #1
RENOVATIONS



Page 1



EXHIBIT 1

TAB 5

PROPOSED FEES

1. **Construction Management at Risk Services Fee.** This fee is to be a fee percentage based on the Owner approved Guaranteed Maximum Price to provide comprehensive construction phase services for the project described in this RFQ/RFP and attached forms of agreement (Attachments C, D, and E).

The Cost of Work Times **Six Point Seventy-Five Percent (6.75%)**

The CMAR Fee shall include items listed in Attachment B – noted as “in Fee”.

2. **Pre-Construction Services:** To complete all work associated with Section 2 Project Scope, on the basis of a lump sum amount:

Lump Sum Pre-Construction Services \$ _____ \$(_____) **Included in Fee**

3. **Contractor Reimbursable General Conditions: Estimated Total General Conditions Cost based on**

Cost of Work **\$ Seventy-Six Thousand Five Hundred Thirty-Four Dollars and No Cents (\$76,534.00)**

as itemized on Attachment "B". Note on Attachment "B" any exceptions that you take with the itemized list. Utilizing the Schedule of General Conditions/General Requirements/Cost of Work (Attachment B), and the CMAR's knowledge of similar projects, provide an estimated cost for all labor, materials, and equipment to be included in the General Conditions cost of the project. Some items listed in the Schedule are not applicable and are to be identified as n/a.

4. **Payment & Performance Bonds: Please provide an alternate proposal, the cost to provide Payment and Performance bonds for this work. Additionally, indicate the name of your bonding agent including your current bonding capacity expressed in net available, current bond positions and total bonding capacity.**

Payment and Performance Bonds - **Included in General Conditions – Reference Attachment B – Item 77**

General Contractor's P & P Bond Percentage of Cost (Alternate) **\$1.50%**

Bonding Agent:

Markel Insurance Agency
Nate Badding, Director
9500 Arboreteum Blvd., Suite 400
Austin, Texas 78759
Phone: (512) 684-3463

We currently have \$89,271,917 in current bonding capacity. Our company bond limits are \$80,000,000 per project and \$200,000,000 aggregate. Please see our reference letter from our bonding agent under Tab 1 - Company Information on page 4.

5. **Subcontractor Bonds: Please describe your company policy regarding subcontractor bonding requirements, if any. Indicate the mandatory nature of the bonding policy including contract thresholds for bond requirement and describe situations for waiving subcontractor bonds. Based on your corporate policy, please provide an estimate for subcontractor bond costs to be included in the Cost of Work, if any.**

Subcontractor Bond Cost Estimate: \$ _____

Subcontractor Bond Rate Estimate: _____ Percent (_____ %)

Based on the scope of this project, we would not anticipate the need for subcontractor bonding.



EXHIBIT 1

6. **Subcontractor Default Insurance:** The owner is considering the requirement of Subcontractor Default Insurance in lieu of subcontractor bonding. Please provide the total cost to provide Subcontractor Default Insurance, which is included in the Cost of Work, if any. Also, please describe how the program would function, what entity is providing the insurance, how it would be administered, deductible amounts, the method of billing actual cost for this program and potential dispensation of rebate savings at the conclusion of the warranty period. Please describe how deductible risk is included or not included in the cost the program.

Subcontractor Default Insurance Cost Estimate: \$ _____

Subcontractor Default Insurance Rate Estimate: _____ Percent (_____ %)

DWCC does not participate in any subcontractor default insurance programs as a cost savings to our Owners.

7. **Labor Burdens:** For estimating purposes, provide average percentage rates for payroll taxes, insurance, and benefits for salaried and hourly payroll costs. The burden rate established for this project should be representative of the actual costs of actual payroll, tax & insurance and benefits extended to the Contractor's employees. Labor burdens should not be a profit center and all labor burden components must be subject to an open book audit by Owner or its agents, to verify actual costs.

For purposes of defining PT&I and benefits on a fixed or audited actual basis, the burden rate shall be applied to base (not gross), or taxable, labor cost only and shall include all payroll taxes, workers compensation insurance and benefits, health insurance, vacation, holiday pay and retirement. The fixed rate only applies to full time employees who get full time benefits and shall not be charged on temporary, part time or intern employees who are not eligible for benefits like retirement, vacation, and health insurance. The burden rates shall not apply to premium portions of overtime.

Burden items that do not apply to the premium portion of overtime include, union benefits, workers compensation insurance, general liability insurance, health insurance, and vacation and holiday pay.

Salaried Burden: **39%**

Hourly Burden: **32%**

8. **Proposed Fee for Self-Performed Work.** The City of Lockhart will, when it's in the best interest of the owner, allow the successful CMAR to self-perform various components of the work. The CMAR will submit a closed bid for this self-performed work along with three (3) other bids in a closed bid opening with the owner.

DWCC does not anticipate self-performing any work related to this project.

9. **Clarifications, Exceptions, and Exclusions.** CMAR is to list all clarifications, exceptions, and exclusions relative to the proposed fees and other costs reflected above.

D. Wilson has no clarifications or assumptions as related to fees other than those enumerated above.

EXHIBIT 1

ATTACHMENT B - SCHEDULE OF GENERAL CONDITIONS/GENERAL REQUIREMENTS

ATTACHMENT B

List of General Conditions/General Requirements/Cost of Work

1) Field and home staff administration and supervision based on General Contractor's attached Project Schedule:

	<u>Raw Costs</u>	<u>Burden</u>	<u>% of Time</u>	<u>No. of Weeks</u>	
Project Manager	\$ 2,698.47 /wk x	39% x	25% x	12	wks = \$ 11,252.62
Assistant Project Manager	\$ 1,340.69 /wk x	39% x	25% x	12	wks = \$ 5,590.68
Superintendent	\$ 2,016.83 /wk x	39% x	100% x	12	wks = \$ 33,640.70
Assistant Superintendent	/wk x	39% x	25% x		wks = \$ -
Other _____	/wk x	39% x	0% x		wks = \$ -
Other _____	/wk x	39% x	0% x		wks = \$ -
Other _____	/wk x	39% x	0% x		wks = \$ -

Indicate the percentage of time your personnel will be dedicated solely to this project:

2) Field Engineering Labor with burden (See Note 1)	= \$ -
3) Field Engineering Equipment and Supplies (See Note 2)	= \$ 400.00
4) Field Project Office (See Note 3)	= use Building
5) Safety Equipment (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 750.00
6) First Aid Supplies (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 150.00
7) Fire Extinguishers (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 150.00
8) COVID-19 Testing (Site Office Personnel only)	= In Fee
9) Daily COVID-19 Screening (Sub contractor, vendors, suppliers)	= \$ -
10) Handrails/Toe Boards/Opening Protection	= C.O.W.
11) Fire Watch/Security Guards Services & System	= C.O.W.
12) Temporary Fences/Covered Walkways	= C.O.W.
13) Barricades	= C.O.W.
14) Safety Nets	= C.O.W.
15) Debris Removal and Haul-off, Dumpster Fees	= C.O.W.
16) Traffic Control/Roadway Maintenance & Resoration	= C.O.W.
18) Tool/Utility Trailer Rental	= C.O.W.
19) Water/Ice (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 150.00
20) Temporary Lighting/Wiring	= C.O.W.
21) Electrical Cost during Construction (Site Office and Personnel Only, Project Cost paid by Owner)	= use Building
22) Temporary Water Expense (Site Office and Personnel only, Project cost paid by Owner)	= use Building
23) Temporary Heating (Site Office and Personnel only, Project Cost in Cost of the Work)	= use Building
24) Temporary Cooling Expense (Site Office and Personnel only, Project Cost in Cost of Work)	= use Building
25) Temporary Stairs/Enclosures/Partitions	= C.O.W.
26) Project Signs/Bulletin Boards	= \$ 500.00
27) Dewatering Equipment	= C.O.W.
28) Generators	= C.O.W.
29) Material Hoisting	= C.O.W.
30) As-Built Documents (Drafting/Printing/Digital)	= \$ 750.00
31) Field Office Supplies and Materials	= \$ 150.00
32) Portable Toilets and Sanitation (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 750.00
33) Postage/Express/Courier/Delivery Services	= \$ 150.00
34) Bid Plans and Change Order Printing	= \$ 500.00
35) Copy Machine and Paper	= \$ 250.00
36) Telephone, Cell, Paging, Radios, Internet	= \$ 600.00
37) Internet Based Project Management System/Software	= In Fee

EXHIBIT 1

ATTACHMENT B

38)	Corporate Executives/Principles/Project Executive	=	In Fee
39)	Legal	=	In Fee
40)	Accounting	=	In Fee
41)	QA/QC	=	In Fee
42)	Risk Management	=	In Fee
43)	Production Engineering	=	In Fee
44)	Purchasing/Procurement	=	In Fee
45)	Cost Engineers (except Pre-Construction)	=	In Fee
46)	BIM Manager/Coordinator	=	In Fee
47)	Secretarial/Administrative/Clerk (off-site)	=	In Fee
47)	Off-Site Staff Travel & Transportation	=	In Fee
48)	Staff Training & Continuing Education	=	In Fee
49)	Executive/Leadership Transportation	=	In Fee
50)	Bonuses	=	In Fee
51)	Corporate IT/Systems and Fees	=	In Fee
52)	Presentation Charts and Graphics	=	In Fee
53)	Warranty Inspection and Coordination	=	In Fee
54)	CMAR Licenses/Fees	=	In Fee
55)	AGC Association Fees	=	In Fee
56)	Off-Site Insurance	=	In Fee
57)	Personal Computers On-Site/Network Connections	=	\$ 900.00
58)	Operations & Maintenance Manuals (Printing and Digital)	=	\$ 400.00
59)	Owner Operations and On-site Training	=	C.O.W.
60)	Janitorial – weekly clean-up (Site Office and Personnel only, Project Cost in Cost of Work)	=	N/A
61)	Final Clean-up	=	C.O.W.
62)	Small Tools and Consumables (See Note 4)	=	N/A
63)	Vehicle Rental / Truck Allowance (Superintendent/On-Site Project Manager)	=	<i>in Salaries</i>
64)	Equipment Fuel, Maintenance, and Repair	=	C.O.W.
65)	Storage Yard Rental	=	N/A
66)	Parking Lot/Space Rentals	=	N/A
67)	Parking Fees/Shuttle Expenses	=	N/A
68)	Trade Permits	=	C.O.W.
69)	Building Permit	=	<i>C.O.W.</i>
70)	All Risk Builder's Risk Insurance/Installation Floater	=	\$ 2,500.00
71)	Commercial General & Excess Liability Insurance	=	\$ 6,500.00
72)	Workman's Compensation/Employer's Liability Insurance	=	<i>w/Gen. Liability</i>
73)	Commercial Automobile Liability	=	<i>w/Gen. Liability</i>
74)	Umbrella Liability Insurance	=	<i>w/Gen. Liability</i>
75)	Subcontractor Bonds	=	C.O.W.
76)	Supplier Bonds	=	C.O.W.
77)	Performance and Payment Bonds	=	\$ 10,500.00
Subtotal: (Items 2-77)		=	\$ 26,050.00
Total Maximum General Contitions (Items 1-77)		=	\$ 76,534.00

EXHIBIT 1

ATTACHMENT B

Note: Please indicate with a N/A the items above that, in your opinion, do not apply to this project.

Please indicate with a "0" (zero) the items above that are included in your fee.

C.O.W. = Cost of Work

***See General Note on General Conditions Assumptions regarding overall approach to pricing General Conditions.

General Conditions Assumptions

General Note In general, it is the intent that the General Conditions proposed are inclusive of costs associated with the Contractor's field office compound AND the building and sitework construction (example – portable toilets and sanitation shall be included for the field office compound as well as portable toilets distributed around site, inside and outside of building as required).

Note 1 – Field Engineering General Contractor shall provide line, grade, plumb and dimensional control for the site and building construction except as follows:

Assume the major subcontractors such as site utility construction, steel erection, turnkey site and building concrete including place and finish, electrical, mechanical, masonry, glass and glazing and drywall will provide their own engineering from control provided by the General Contractor (examples of GC's control include major grid control, exterior face of building line with offset, floor and roof opening control, elevation benchmarks, and major work points and radiuses defined in the Contract Documents).

Assume General Contractor will provide QA/QC engineering of subcontractor engineering described above by providing frequent and random checks of subcontractor engineering work. Assume engineering for cut and fill of the site and building pad construction will be provided by subcontractor.

Assume General Contractor will provide all engineering for structural excavation.

Note 2 – Field Engineering Equipment and Supplies General Contractor shall provide all equipment and supplies related to General Contractor's engineering activities as described in Note 1 above. This line item should include all job site radios for engineering and site staff.

Note 3 – Field Project Office In addition to General Contractor's temporary office facilities, include all storage containers, tool vaults, chemical storage containers, door hardware inventory and storage facilities, etc.

Note 4 – Small Tools and Consumables General Contractor shall provide all small tools and consumables related to performance of contractor's self-performed work only. For the purposes of this proposal, General Contractor should assume that the only self-performed work includes construction and maintenance of temporary facilities and roads, rough carpentry, safety and accident prevention, cleaning, and site maintenance.

EXHIBIT 1

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

« Fire Station No. 1 Remodel Project »
« »

THE OWNER:
(Name, legal status and address)

« City of Lockhart, Texas »« »
« 308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644 »

THE ARCHITECT:
(Name, legal status and address)

Steinbomer & Associates, Architects, Inc. dba Sudio Steinbomer Architecture and Interiors
4303 Medical Parkway
Austin, TX 78756

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
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6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
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11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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EXHIBIT 1

- 14 TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 CLAIMS AND DISPUTES**

EXHIBIT 1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. While the proposal submitted by the Contractor prior to the execution of the Contract Documents is considered part of the Agreement, the terms contained within the proposal are only integrated into the Agreement to the extent that they do not conflict with the other Contract Documents. To the extent that there is a conflict between the proposal and the other Contract Documents, the other Contract Documents shall control.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect'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 other labor, materials, equipment, and services provided or to be provided by the Contractor 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 of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the Architect as identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 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.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 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.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 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.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner 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 Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

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Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Evidence of the Owner’s Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fifteen (15) days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner, with the help of the Architect, shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Owner does not guarantee the accuracy of the information furnished and the Contractor shall exercise proper precautions relating to the safe performance of the Work.

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§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, 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 a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 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 ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have and in its sole discretion, correct such default or neglect. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner's administration of the Contract, the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, 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 pursuant to Section 2.3.4, 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 coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Owner or Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the

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Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

The Contractor shall be responsible for pursuing with the State Comptroller any tax exemption for equipment and/or materials to be incorporated into this Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 Unless specifically stated otherwise, the Contractor shall secure and pay for all permits, approvals, and fees required for the Work, including but not limited to: impact fees, building permit, mechanical permit, electrical permit, plumbing permit, sign permit, water taps, sewer taps, water meters, fire hydrants, detector check devices, temporary sanitary facilities, and the like; and may be reimbursed specifically for the costs of impact fees, building permit, mechanical permit, electrical permit, plumbing permit, sign permit, water taps, sewer taps, water meters, fire hydrants, and detector check devices.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 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,

- .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;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever 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 with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within fourteen (14) days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

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similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate 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 examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) 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 Architect.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change 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 Architect'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 Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that 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.

§ 3.12.10.1 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 Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a Separate Contractor its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 CONTRACTOR DOES HEREBY AGREE TO, INDEMNIFY, DEFEND, AND HOLD HARMLESS

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OWNER AND ALL OF ITS OFFICIAL, OFFICERS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND ALL OF THE ARCHITECT'S AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, , OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS, AND ATTORNEYS' FEES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. SUCH INDEMNITY SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect 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 Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect'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 Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner and Architect shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect 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. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 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 the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. 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, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. 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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 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 increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and 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 construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 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 Architect 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 execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, 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 Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, 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 Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement 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.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. 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, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim 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 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 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 Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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 Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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

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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 satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such 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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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 specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect'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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect 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 Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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 not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the timeframe established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop

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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 shutdown, delay and start-up, plus interest 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.

§ 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 Architect 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 Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect'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 notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 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 and authorized by public authorities having jurisdiction over the Project. 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 payments, retainage, if any, 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 to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage 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 Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect 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 otherwise agreed upon, 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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will

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promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, 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 the 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 Architect 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 making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .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.

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under 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) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 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 Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party 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, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

Contractor and Architect acknowledge that, regardless of the terms contained within the Contract Documents, the Owner is a government entity with immunity from all claims for property damage, personal injury, or death unless specifically waived pursuant to Texas Civil Practice and Remedies Code Chapter 101, known as the Texas Tort Claims Act. Nothing herein shall be construed to be a grant of the Owner's waiver of immunity outside the limitations specified by the Legislature under the Texas Tort Claims Act.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent 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 Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in Section 14.3 of the AIA Document A133-2019. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide both a payment and performance bond before commencing Work on the Project in accordance with Texas Government Code Sec. 2253.021. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the State of Texas.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Intentionally omitted.

§ 11.2.2 Intentionally omitted.

§ 11.2.3 Intentionally omitted.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused to the extent such loss is covered by the insurance policy.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the

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Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work 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.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate described in Texas Government Code Sec. 2251.012(b).

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing

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portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise commits a material breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, , without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 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.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

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properly executed; reasonable costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract 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. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work as prescribed in Texas Civil Practice and Remedies Code Section 16.009 subject to the exceptions stated in Texas Government Code Section 2272.005. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and/or binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision, but not the underlying Claim.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Intentionally omitted.

§ 15.3.2 The parties shall endeavor to resolve their Claims by voluntary mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision, but not the underlying Claim on which the initial decision is based.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Binding Dispute Resolution

§ 15.4.1 Pursuant to Section 12.2 of the AIA Document A133-2019, any Claim arising out of the terms of the Contract Documents or performance of the Work, including those subject to, but not resolved by voluntary mediation pursuant to this Article 15, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Caldwell County, Texas.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discuss contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 4, 2025.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Caldwell County Elections Administrator (County EA) is conducting Elections on November 4, 2025. The City of Lockhart will hold a general election for the positions of Councilmember District 1, Councilmember District 2, and two Councilmembers At-Large. Since 2010, in the interest of a public purpose, the City of Lockhart has contracted with the County EA to conduct City Elections to enable all propositions and public official positions to be on one ballot for voters within Caldwell County.

The City of Lockhart shall pay an administrative fee of 10% of the total cost of the election and any runoff election or \$75, whichever is greater. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities.

The City of Lockhart ordered the November 4, 2025 General Election during the previous Council meeting held on August 5, 2025.

The Caldwell County Commissioners Court is anticipated to consider polling locations and appointment of Central Count, Early Voting Ballot Board, and Election Day Judges at the next County Commissioners Court at the end of August. These appointments are referenced in the contact as Attachment 'C'. If necessary, after the County appointments these positions, an item will be placed on the following City Council meeting to consider acknowledging their appointments.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$15,000

Account Number: 100-5101-703

Funds Available: \$30,000

Account Name: Elections

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On August 5, 2025 Council ordered a General Election to be

City of Lockhart, Texas

Council Agenda Item Cover Sheet

held on November 4, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: November 4, 2025 Joint Election Services Contract

**JOINT ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
PARTICIPATING ENTITIES**

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the “County”) is served by the Caldwell County Elections Administrator (the “Administrator”);

WHEREAS, the undersigned political subdivisions (individually or collectively referred to as the “Participating Entities”) that conduct elections are situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2025 uniform election date and associated subsequent elections, some or all of the Participating Entities request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entities intend to enter into a joint election services contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned Participating Entities do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. “Contracted Election” means the NOVEMBER 2025 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. “Election Officer” means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early

voting ballot board, member of an early voting ballot board, chair of a signature verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

ARTICLE II PARTICIPATING ENTITY OBLIGATIONS

Section 2.01. **RETAINED DUTIES.** Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entities. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.

Section 2.02. **JOINT ELECTION AUTHORIZED.** Participating Entities agree to conduct the Contracted Election jointly, as authorized by Chapter 271, Texas Election Code, with any other undersigned Participating Entities holding elections on the same day in all or part of the same territory in Caldwell County. Participating Entities agree and acknowledge that other Participating Entities may join this agreement subject only to County approval.

Section 2.03. **PRECLEARANCE FOR SPECIAL ELECTIONS.** If required by law, Participating Entities will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

Section 2.04. **APPOINTMENT OF EARLY VOTING CLERK.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.

Section 2.05. **DESIGNATION OF VOTER REGISTRAR.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.

Section 2.06. **APPOINTMENT OF ELECTION WORKERS.** Participating Entities, through their respective governing bodies, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.

Section 2.07. **ELECTION OFFICIAL COMPENSATION APPROVAL.** Participating Entities, through their respective governing bodies, will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.

Section 2.08. **DESIGNATION OF CENTRAL COUNTING STATION.** Participating Entities, through their respective governing bodies, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

- Section 2.09. **DESIGNATION OF POLLING PLACES.** Participating Entities, through their respective governing bodies, will designate the Administrator's office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entities, through their respective governing bodies, agree to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.
- Section 2.10. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS.** Participating Entities will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entities of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entities will conduct the local canvass.
- Section 2.11. **BALLOTS.** Participating Entities will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. The Participating Entities are responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.
- Section 2.12. **USE OF COMMON BALLOT.** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The universal serial busses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entities with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.
- Section 2.013. **USE OF COMMON FORMS.** All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entities with copies of any election documents upon the Participating Entity's request at no charge.
- Section 2.14. **APPLICATIONS FOR MAIL BALLOTS.** Participating Entities, through their respective governing bodies, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address

to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating entities shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.

- Section 2.15. **TRANSLATION.** Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.
- Section 2.16. **MAPS AND ANNEXATIONS.** Participating Entities will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator's office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entities jurisdiction within the County.
- Section 2.17. **RECOUNT NOTICE.** Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entities will provide notice to the Administrator that a recount must be conducted.
- Section 2.18. **ELECTION TO RESOLVE A TIE.** Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the affected Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The cost for implementing an election under this section will be attributed solely to the affected Participating Entity.
- Section 2.19. **PRECINCT REPORTS TO THE SOS.** Participating Entities will prepare and file all required precinct reports with the Texas Secretary of State.

ARTICLE III COUNTY OBLIGATIONS

- Section 3.01. **BACKGROUND CHECK.** The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entities' obligation for service rendered in good faith.
- Section 3.02. **POLLING PLACES.** The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entities agree to reimburse the County for expenses associated with any lease agreements for polling places, pursuant to Section 6.04.

ARTICLE IV ADMINISTRATOR DUTIES

- Section 4.01. **ELECTION SUPERVISOR.** The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.

- Section 4.02. **POLLING PLACES.** The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.
- Section 4.03. **NOTICE OF PREVIOUS POLLING PLACE.** As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entities will be responsible for any other notice requirements under Section 43.061, Texas Election Code.
- Section 4.04. **ELECTION SUPPLIES.** The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.
- Section 4.05. **EARLY VOTING CLERK.** Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:
- (a) Appoint personnel to serve as early voting deputy clerks;
 - (b) Publish notice of early voting polling places, including temporary branch polling places;
 - (c) Receive and process mail ballot applications on behalf of the Participating Entities in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;
 - (e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
 - (g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
 - (h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.
- Section 4.06. **ELECTION DAY DUTIES.** For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:
- (a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entities;
 - (b) Prepare and conduct post-election intake of election equipment, supplies, and records;
 - (c) Serve as central counting station manager and tabulation supervisor;

- (d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;

Section 4.07. **ELECTION NIGHT REPORTS.** The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:

- (a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;
- (b) Provide unofficial early voting precinct results and election day precinct results to Participating Entities as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;
- (c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots, and to resolve any issues with such ballots;
- (d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entities.

Section 4.08. **ELIGIBILITY OF ELECTION WORKERS.** The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. **NOMINATION OF ELECTION OFFICERS.** Administrator will provide to Participating Entities a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entities for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

Section 4.10. **NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS.** Within 72 hours of receiving notice of appointed Election Officers from Participating Entities, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.

Section 4.11. **ELECTION TRAINING.** The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.

Section 4.12. **CENTRAL COUNTING STATION.** The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644.

- Section 4.13. **LOGIC AND ACCURACY TESTING.** In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.
- Section 4.14. **REGISTERED VOTER LIST.** The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.
- Section 4.15. **POLLING EQUIPMENT.** The Administrator will prepare and distribute the Elections Systems & Software (“ES&S”) Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.
- Section 4.16. **BALLOTS.** The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by the Participating Entities pursuant to Section 2.11 of this contract. The Administrator will deliver the proposed ballots to the Participating Entities for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.
- Section 4.17. **CUSTODIAN OF ELECTION RECORDS.** The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to each Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entities, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.
- Section 4.18. **DELEGATION OF DUTIES.** The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.
- Section 4.19. **TIMELY PERFORMANCE.** The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code.
- Section 4.20. **THIRD-PARTY CONTRACTS.** Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entities for payment subject to Sections 6.04 and 6.05 of this contract.

ARTICLE V TERM AND WITHDRAWAL

- Section 5.01. **INITIAL TERM.** The initial term of the contract will commence on the last party’s execution hereof, and expires with respect to an individual Participating Entity on the County’s receipt of that Participating Entity’s payment-in-full of a final invoices submitted by the Administrator.
- Section 5.02. **WITHDRAWAL.** Participating Entities may withdraw from this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or

withdrawals must be provided by the statutory deadlines prescribed by the Texas Elections Code. Any Participating Entities withdrawing from this contract will be billed for any expenses incurred or obligated prior to the Administrator's receipt of said necessary certifications and declarations. A Participating Entity's obligation to pay for any expenses incurred or obligated prior to withdrawal, subject to Sections 6.04 and 6.05 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

ARTICLE VI COSTS AND PAYMENT

- Section 6.01. **ESTIMATED COST.** Participating Entities acknowledge that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.
- Section 6.02. **FINAL INVOICE.** Final election expenses, as calculated pursuant to Sections 6.04 and 6.05 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide each Participating Entity with a final invoice.
- Section 6.03. **PAYMENT DATE.** An invoice for election services submitted by the Administrator to Participating Entities is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by a Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.
- Section 6.04. **PRORATED BILLING.** Participating Entities agree to share the costs of administering the Contracted Election. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Entities based on a ration formula involving the total number of registered voters eligible to vote in the joint election and the number of registered voters associated with the individual Participating Entities for the joint election. The Participating Entities will be responsible for their percentage of the prorated cost or a minimum cost of \$500.00, whichever is greater. The cost of any special request from a Participating Entity which is not agreed upon by all Participating Entities, will be borne solely by the requesting Participating Entity.
- Section 6.05. **ADMINISTRATIVE FEE.** As authorized by Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than \$75.00.
- Section 6.06. **PAYMENT FROM CURRENT REVENUES.** Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

ARTICLE VII MISCELLANEOUS

- Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER.** Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the

Caldwell County Auditor and the Caldwell County Treasurer within 10 days of each Party's execution date.

Section 7.02. **SEVERABILITY.** If any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this contract in accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 7.03. **FORCE MAJEURE.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. **NOTICE.** Any addendum to, change or modification of, clarification of, or withdrawal from this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it and other Participating Entities, as provided in Attachment 'B'. Any required writing under this Section will be deemed to have been given when personally delivered or, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified in Attachment 'B'. Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses

available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

Section 7.06. **CHOICE OF LAW.** This contract will be governed and interpreted by the laws of the State of Texas.

Section 7.07. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.

Section 7.08. **ENTIRE CONTRACT.** This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entities concerning the duties required by this contract. The Administrator and each Participating Entity hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

Section 7.09. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.

Section 7.10. **RELATIONSHIP OF PARTIES.** The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.

Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.

Section 7.12. **REVIEW BY COUNSEL.** The County and Participating Entity acknowledge that each party has received and had the opportunity to review this contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this contract. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract, or any amendments or exhibits hereto.

Section 7.13. **SIGNATORY WARRANTY.** The signatories for the County, the Administrator, and Participating Entities represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of Participating Entities to validly and legally bind Participating Entities to all terms, performances, and provisions set forth in this contract.

Section 7.14. **COUNTERPARTS.** This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Devante Coe
Caldwell County Elections Administrator

MUNICIPALITIES

CITY OF LOCKHART, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LULING, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF MARTINDALE, TEXAS:

Attest:

Name: _____

Name: _____

Title: _____

CITY OF MUSTANG RIDGE, TEXAS:

Name: _____

Title: _____

CITY OF NIEDERWALD, TEXAS:

Name: _____

Title: _____

CITY OF SAN MARCOS, TEXAS:

Name: _____

Title: _____

CITY OF UHLAND, TEXAS:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

COMMUNITY COLLEGE DISTRICTS

AUSTIN COMMUNITY COLLEGE:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

INDEPENDENT SCHOOL DISTRICTS

GONZALES ISD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

HAYS COUNTY CISD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

LOCKHART ISD:

Attest:

Name: _____

Name: _____

Title: _____

LULING ISD:

Name: _____

Title: _____

PRAIRIE LEA ISD:

Name: _____

Title: _____

SAN MARCOS CISD:

Name: _____

Title: _____

WAELDER ISD:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

WATER DISTRICTS

BARTON SPRINGS EDWARDS WCD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

BOLLINGER MUD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 1:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 2:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 7:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 8:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 9:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL VALLEY MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CHISHOLM MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COUNTY LINE SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

Attest:

EDWARDS AQUIFER AUTHORITY DISTRICT 11:

Name: _____

Name: _____

Title: _____

GOFORTH SUD:

Name: _____

Title: _____

GONZALES COUNTY UWCD:

Name: _____

Title: _____

LANTANA MUD:

Name: _____

Title: _____

MAXWELL SUD:

Name: _____

Title: _____

OATMAN HILL MUD:

Name: _____

Title: _____

OPEN R FRESH WATER SUPPLY:

Name: _____

Title: _____

PLUM CREEK CONSERVATION DISTRICT:

Name: _____

Title: _____

PLUM CREEK UNDERGROUND WATER DISTRICT:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

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Attest:

Name: _____

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Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

EMERGENCY SERVICES DISTRICTS

CALDWELL-HAYS ESD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 3

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 4:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 5:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

APPENDIX ‘A’

ESTIMATED COSTS FOR CONTRACTED ELECTION

Attachment B

Point of Contact for CITY OF LOCKHART

Printed Name of Official: JULIE BOWERMON

Officials Mailing Address: PO BOX 239, LOCKHART, TX 78644

Officials Email Address: JBOWERMON@LOCKHART-TX.ORG

Official Contact Number: 512-398-3461

Can this Contact Number be used after Afterhours? If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above):

Signature of Authorizing Authority

Title of Authorizing Authority

ATTACHMENT ‘C’

LIST OF ELECTION OFFICERS AND ELECTION CLERKS

**REGULAR MEETING
LOCKHART CITY COUNCIL**

SEPTEMBER 17, 2024

6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
David Fowler, Planning Director
Travis Hughes, Parks Director
Holly Malish, Economic Development Director

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Keeli Micha, Finance Director
Tatiana Salazar, Public Information Officer

Citizens/Visitors Addressing the Council: Ramon Rivera and Janice Bruno of CAPCOG; Citizens: Jessie Hernandez, Cesar Ochoa, Robert Lee Lewis, and Linda Hinkle.

Work Session 6:30 p.m.

Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

A. PRESENTATION OF A PROCLAMATION PROCLAIMING SEPTEMBER 23-27, 2024 AS NATIONAL GEAR UP WEEK IN LOCKHART.

Mayor White presented the proclamation to Representatives of the Lockhart Independent School District.

B. PRESENTATION BY WORKFORCE SOLUTIONS RURAL CAPITAL AREA REGARDING TRAINING AND WORKFORCE DEVELOPMENT.

Janice Bruno and Ramon Rivera of Capital Area Council of Governments provided information about the program. Their organizational focus is to work with employers to identify their employment needs and train, recruit employees. Continued investment in developing a skilled workforce is a high priority for economic development initiatives and promotes a healthy, robust economy necessary for future talent skill sets. The organization currently partners with Austin Community College, Texas State University, Blinn College, ATDS Trucking School and many more.

C. DISCUSS ORDINANCE 2024-27 VACATING AND ABANDONING APPROXIMATELY 0.101 ACRES OF UNUSED PUBLIC RIGHT-OF-WAY CONSISTING OF AN ALLEY APPROXIMATELY 20 FEET IN WIDTH EXTENDING FROM THE 200 BLOCK OF WEST CHINA STREET TO THE 200 BLOCK OF APPLE STREET, LOCATED WEST OF 202 CHINA STREET AND EAST OF 1124 NORTH BLANCO STREET.

Mr. Fowler stated that the owner of the property on China Street requested that that city abandon a city right-of-way that is 20 feet wide and 221 feet long. This right-of-way separates a residential property at 202 China Street from a garage business that is located at 1124 North Blanco Street. If the abandonment is approved, the alley will be split evenly between the abutting properties. The owner of 202 China Street initiated the abandonment by filing a petition for abandonment. The family of the owner of 202 China

Street intends to subdivide the lot after acquiring their share of the alley into two lots, fronting on China and Apple Streets, respectively. The owner of 1124 North Blanco has not signed the abutting property owner consent form, due to concerns that he would be required to relocate a fence he installed that encroached the alley to the extent that it would also encroach on the neighbor's lot after the alley is divided between the two abutting owners. The City Attorney has advised staff that City Council can legally approve the abandonment of the alley and its division between the abutting properties without the consent of both affected owners. There was discussion.

D. DISCUSS RECOMMENDATION TO AWARD BID TO O & A CLASSIC COATINGS AND PAINTING CO. OF HURST, TEXAS IN THE AMOUNT OF \$162,000 FOR THE SAN JACINTO ELEVATED STORAGE TANK PAINTING PROJECT.

Mr. Kelley stated that the painting of the 250,000 gallon elevated storage tank (EST) located on San Jacinto Street is a routine maintenance project. The EST was last painted in 2007. The EST receives inspections annually and the tower is in good condition but requires painting to maintain its condition. The project consists of abrasive blast/spot repair/painting of the interior, pressure wash/spot repair/painting of the exterior and painting of two logos on the EST. The project also consists of an ADD Alternative Bid including shrouding of the tank during all washing and painting work on the tank's exterior. The purpose of the shrouding it is to protect property located close to the tank site from debris and paint as this EST is located close to residential properties. Bids were advertised in compliance with State Law for the San Jacinto Tank Repaint Project. Fifteen (15) sealed bids were received, ranging from \$161,123.00 to \$359,500.00. The lowest bidder, Five 12 Painting & Remodeling, LLC submitted a total bid of \$161,123, however their reference checks were unsatisfactory. The second-lowest bidder, O & A Classic Coating and Painting Co. has completed similar projects in the past and received satisfactory references from both owners and engineers. O & A Classic Coating and Painting Co.'s total bid for the project was \$162,000.00. The difference between the two total bids is \$877.00, which includes the Base Bid and the ADD Alternative to provide shrouding. Therefore, it is recommended that the City award the project to O & A Classic Coating and Painting Co. in the amount of \$162,000.00 for the Base Bid and the Add Alternative.

E. DISCUSS RESOLUTION 2024-23 TO APPROVE A CONTRACT PROPOSAL FROM STUDIO STEINBOMER TO PROVIDE PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR THE FIRE STATION NO. 1 REMODEL AT 201 W. MARKET ST. AND AUTHORIZE THE CITY MANAGER TO EXECUTE.

Mr. Resendez stated that City staff and Studio Steinbomer (Architect) coordinated with D. Wilson Construction (Construction Manager at-Risk [CMAR]) to finalize terms of the Fire Station No. 1 Remodel project. Resolution 2024-23 outlines the architect's basic services, responsibilities, compensation, and includes a framework for project design and construction administration. This resolution is provided for Council review and approval. Once the Resolution is approved, staff, Studio Steinbomer, and D. Wilson Construction will move forward with the next step in the pre-construction phase. Staff will return to Council at a later date to approve the final project scope and budget.

F. DISCUSS RESOLUTION 2024-24 TO AWARD CONTRACT FOR CONSTRUCTION-MANAGER-AT-RISK (CMAR) SERVICES TO D. WILSON CONSTRUCTION CO. FOR THE FIRE STATION NO. 1 REMODEL AT 201 W. MARKET ST. AND AUTHORIZE THE CITY MANAGER TO EXECUTE.

Mr. Resendez stated that City staff and Studio Steinbomer (Architect) coordinated with D. Wilson Construction (Construction Manager at-Risk [CMAR]) to finalize terms of the Fire Station No. 1 Remodel project. Resolution 2024-24 outlines the CMAR's responsibilities, establishes cost limits, and includes provisions for the construction manager to act as both a consultant during preconstruction and a

constructor during the construction phase, ensuring cost control while providing a Guaranteed Maximum Price (GMP) on total expenses. This resolution is provided for Council review and approval. Once the Resolution is approved, staff, Studio Steinbomer, and D. Wilson Construction will move forward with the next step in the pre-construction phase. Staff will return to Council at a later date to approve the final project scope and budget. There was discussion.

G. DISCUSS RESOLUTION 2024-25, AS REQUESTED BY TXDOT, TO AUTHORIZE THE ADOPTION OF THE PROPOSED DESIGNS OF THE GATEWAY MONUMENT AND WAYFINDING SIGNAGE AS DEPICTED IN THE 2022 WAYFINDING MASTER PLAN, AND REQUESTING INSTALLATION WITHIN THE OPERATIONAL HIGHWAY RIGHT-OF-WAY.

Mr. Hughes stated that the 2022 Wayfinding Master Plan was approved and adopted during the February 1, 2022 Council Meeting, but no Resolution was presented at that time. As part of the TxDOT application process for installing Gateway Monument Signs in highway right-of-ways, a Resolution must be included. This Resolution was produced with guidance from TxDOT to specifically address their requirements for Gateway Monument Sign installation. There was discussion.

H. DISCUSS ORDINANCE 2024-28 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, ARTICLE 2, DIVISION 4, SECTION 58-142(A)(1) AND 58-142(A)(2), ENTITLED "WATER RATES", ADJUSTING THE MONTHLY FIXED SERVICE CHARGE AND CONSUMPTION CHARGE TO COVER INCREASED COSTS IN WATER SUPPLY, DEBT PAYMENTS, AND MAINTENANCE AND OPERATIONS OF SUPPLYING RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL WATER TO ITS CUSTOMERS.

Mr. Resendez stated that at the September 3, 2024 Council meeting, Raftelis, the City's utility rate consultant, gave a presentation providing recommended adjustments to the water and wastewater rates for Fiscal Year 2024-2025 (FYE 2025) and Fiscal Year 2025-2026 (FYE 2026). These adjustments are recommendations to account for updated revenue and expenditure requirements in the water utility fund. Specifically, updates to the Carrizo Groundwater Supply Project operating and maintenance costs and debt service requirements and wholesale water costs from the Luling Water Treatment Plant. The Carrizo Project was approved by Council in February 2018 as an agreement with the Guadalupe-Blanco River Authority (GBRA) to provide Lockhart citizens with a long-term treated water supply (up to 3,000 acre-feet). This groundwater development project will generate a total of 15,000 acre-feet per year of groundwater which will be distributed to participating utilities like Lockhart. The City is responsible for its proportional share of the project's debt service and operational expenses for the construction of facilities to pump, treat, and transport the groundwater from the well fields in Gonzales and Caldwell County. The facilities and transmission infrastructure are complete and operational. The project is undergoing final treatment and pressure testing and anticipated to go online in Fall 2024. Raftelis' recommended rate adjustments maintain the Tier 0 - "Lifeline Rate" charging \$0 for the first 2,000 gallons of water consumption. This low usage water customer tier represents fixed income customers. In addition, the recommendations include a 50% increase to the pricing signals between Tiers 2 & 3 and Tiers 3 & 4 to address the increased maintenance and operations costs of treated water for high volume residential customers. Finally, the proposed 2025 water and wastewater rate adjustments will still maintain competitive prices for the average Lockhart residential customer when compared to peer communities in Central Texas. Ordinance 2024-28 provides for the implementation of Raftelis' recommended water rates over a two-year phase-in beginning in the second bill cycle of November 2024. If Ordinance 2024-28 is adopted, city staff will provide notice to customers of the upcoming utility rate changes.

I. DISCUSS ORDINANCE 2024-29 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, ARTICLE 2, DIVISION 3, 58-108(C), ENTITLED "SCHEDULE OF

CHARGES" TO RECOVER COSTS FOR WASTEWATER DEBT PAYMENTS AND MAINTENANCE AND OPERATIONS OF THE COLLECTION AND TREATMENT SYSTEM AND TRANSPORTING WASTEWATER TO SAID COLLECTION AND TREATMENT SYSTEM.

Mr. Resendez stated that at the September 3, 2024 Council meeting, Raftelis, the City's utility rate consultant, gave a presentation providing recommended adjustments to the water and wastewater rates for Fiscal Year 2024-2025 (FYE 2025) and Fiscal Year 2025-2026 (FYE 2026). These adjustments are recommendations to account for updated revenue and expenditure requirements in the wastewater utility fund. Specifically, a 3% inflationary adjustment for operation and maintenance costs of the City's wastewater collection infrastructure and treatment facilities. The process and calculations for winter averaging will remain in place as currently adopted. Ordinance 2024-29 provides for the implementation of Raftelis' recommended wastewater rates over a two-year phase-in beginning in the second bill cycle of November 2024. If Ordinance 2024-29 is adopted, city staff will provide notice to customers of the upcoming utility rate changes.

J. DISCUSS INTERLOCAL AGREEMENT FOR GROUND LEASE WITH CALDWELL COUNTY EMERGENCY SERVICES DISTRICT NO. 5 TO LEASE EMS STATIONS NO. 1 (214 BUFKIN LN.) AND NO. 2 (1914 W SAN ANTONIO RD.) FOR THE PERFORMANCE OF GOVERNMENTAL SERVICES PURSUANT TO CHAPTER 791 OF THE TEXAS GOVERNMENT CODE AND CHAPTER 272 OF THE TEXAS LOCAL GOVERNMENT CODE.

Mr. Lewis stated that the proposed Interlocal Agreement between Emergency Services District (ESD) No. 5 and the City of Lockhart provides for the City to lease two city-owned EMS stations to the ESD for a one-year term, with the option to renew the lease for an additional year. The proposed rent paid by the ESD to the City is \$1 per month for the term of the agreement. Station #1 is located at 214 Bufkin Ln and provides primary coverage for the south and east portion of Lockhart and the central portions of Caldwell county. Station #2 is located at 1914 W San Antonio Rd and provides primary coverage to the northern and western portions of the city of Lockhart and Caldwell County. The lease also outlines responsibilities for utilities, maintenance, and insurance, and provisions for addressing defaults and damages. For example, ESD No. 5 will be responsible for their pro rata share of all utilities, routine maintenance, and any upgrades to the facility and furnishing any required equipment necessary to perform the ESD's functions. In addition, the ESD will obtain and pay for its own telephone and internet services. As a governmental entity, the ESD is exempt from paying property tax. ESD No. 5 is on schedule to begin operations and provide EMS services in Lockhart on January 1, 2025.

K. DISCUSS APPOINTING TWO REPRESENTATIVES OF THE CITY OF LOCKHART TO THE GENERAL ASSEMBLY OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

Mayor White stated that he and Councilmember Michelson are currently serving and would like to continue.

L. DISCUSSION REGARDING THE TEXAS MUNICIPAL LEAGUE ELECTION FOR THE REGION 10 DIRECTOR.

After discussion, the consensus of the Council was to vote for Jimmy Jenkins, Councilmember of Smithville, Texas.

RECESS: Mayor White announced that the Council would recess for a break at 7:30 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:45 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Jessie Hernandez, 203 East Pecan, requested that the City of Lockhart change the current decibel limit from 55 to 75. He stated that the residential neighbor near his business continues to complain about the noise level regardless of the new sound barrier wall that he recently built. He provided details about decibel levels. He stated that he wants to be a good neighbor, and he believes that increasing the decibel limit level would deter complaints.

Robert Lee Lewis, 718 Chihuahua, requested additional streetlights on Chihuahua Street because there are a lot of children playing on a dark street. He also thanked staff for filling in the pot holes.

Mayor White requested additional citizens to address the Council. There were none.

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON AN APPEAL OF THE PLANNING AND ZONING COMMISSION'S DENIAL OF APPLICATION SUP-24-08 BY CESAR ERNESTO OCHOA JR. FOR A SPECIFIC USE PERMIT TO ALLOW A MANUFACTURED HOME ON 0.458 ACRES IN THE BYRD LOCKHART LEAGUE ZONED RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND LOCATED AT 1001 PEREZ STREET.

Mayor White opened the public hearing at 7:55 p.m. and requested the staff background report.

Mr. Fowler stated that the item is the appeal of a denial of a Specific Use Permit (SUP) for a manufactured home on 0.458 acres at 1001 Perez Street. The subject property exceeds the minimum lot area and would accommodate the proposed manufactured home while allowing adequate parking on the site. The property is located in an area that includes other manufactured homes, including the adjacent manufactured home park, located to the north. The site is adequately served by public utilities. In denying the SUP, the Planning and Zoning Commission stated their belief that further permitting of manufactured homes in residential zoning districts will discourage construction of site-built homes in nearby areas. Some commission members opined manufactured homes depreciate in value more quickly than site-built homes and are likely to be renter-occupied after the initial occupant moves out. While no letters of support or opposition were received prior to the Planning and Zoning Commission hearing, staff has received one letter opposing the appeal in response to the notification of the appeal hearing. There was discussion.

Mayor White requested the applicant to address the Council.

Cesar Ochoa, Jr., Austin, stated that he and his family would like to move to Lockhart and put a manufactured home on a lot that his father has owned for many years. He requested approval of the specific use permit and mentioned that there are currently several manufactured homes in the neighborhood. He stated that the manufactured home is affordable for his family. There was discussion.

Mayor White requested citizens to address the Council.

Linda Hinkle, 709 South Main Street, stated that there is currently a manufactured home next door to the applicant's property, which she believes should have been mentioned during the Planning and Zoning Commission's meeting. She spoke in favor of manufactured homes that she believes are affordable and they have a nice interior and exterior. She spoke in favor of approving the specific use permit especially since the manufactured home that is currently in the neighborhood was approved fairly recent.

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 8:12 p.m.

Mayor Pro-Tem Sanchez made a motion to approve SUP-24-08, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-A. DISCUSSION AND/OR ACTION ON ORDINANCE 2024-27 VACATING AND ABANDONING APPROXIMATELY 0.101 ACRES OF UNUSED PUBLIC RIGHT-OF-WAY CONSISTING OF AN ALLEY APPROXIMATELY 20 FEET IN WIDTH EXTENDING FROM THE 200 BLOCK OF WEST CHINA STREET TO THE 200 BLOCK OF APPLE STREET, LOCATED WEST OF 202 CHINA STREET AND EAST OF 1124 NORTH BLANCO STREET.
Councilmember Michelson made a motion to approve Ordinance 2024-27, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING RECOMMENDATION TO AWARD BID TO O & A CLASSIC COATINGS AND PAINTING CO. OF HURST, TEXAS IN THE AMOUNT OF \$162,000 FOR THE SAN JACINTO ELEVATED STORAGE TANK PAINTING PROJECT.
Councilmember Lairsen made a motion to award the bid to O&A Classic Coatings and Painting, Co., as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2024-23 TO APPROVE A CONTRACT PROPOSAL FROM STUDIO STEINBOMER TO PROVIDE PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR THE FIRE STATION NO. 1 REMODEL AT 201 W. MARKET ST. AND AUTHORIZE THE CITY MANAGER TO EXECUTE.
Mayor Pro-Tem Sanchez made a motion to approve Resolution 2024-23, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2024-24 TO AWARD CONTRACT FOR CONSTRUCTION-MANAGER-AT-RISK (CMAR) SERVICES TO D. WILSON CONSTRUCTION CO. FOR THE FIRE STATION NO. 1 REMODEL AT 201 W. MARKET ST. AND AUTHORIZE THE CITY MANAGER TO EXECUTE.
Councilmember Lairsen made a motion to approve Resolution 2024-24, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 5-E. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2024-25, AS REQUESTED BY TXDOT, TO AUTHORIZE THE ADOPTION OF THE PROPOSED DESIGNS OF THE GATEWAY MONUMENT AND WAYFINDING SIGNAGE AS DEPICTED IN THE 2022 WAYFINDING MASTER PLAN, AND REQUESTING INSTALLATION WITHIN THE OPERATIONAL HIGHWAY RIGHT-OF-WAY.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2024-25, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7 -0.

ITEM 5-F. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-28 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, ARTICLE 2, DIVISION 4, SECTION 58-142(A)(1) AND 58-142(A)(2), ENTITLED "WATER RATES", ADJUSTING THE MONTHLY FIXED SERVICE CHARGE AND CONSUMPTION CHARGE TO COVER INCREASED COSTS IN WATER SUPPLY, DEBT PAYMENTS, AND MAINTENANCE AND OPERATIONS OF SUPPLYING RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL WATER TO ITS CUSTOMERS.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2024-28, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-G. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-29 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, ARTICLE 2, DIVISION 3, 58-108(C), ENTITLED "SCHEDULE OF CHARGES" TO RECOVER COSTS FOR WASTEWATER DEBT PAYMENTS AND MAINTENANCE AND OPERATIONS OF THE COLLECTION AND TREATMENT SYSTEM AND TRANSPORTING WASTEWATER TO SAID COLLECTION AND TREATMENT SYSTEM.

Councilmember Lairsen made a motion to approve Ordinance 2024-29, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-H. DISCUSSION AND/OR ACTION REGARDING INTERLOCAL AGREEMENT FOR GROUND LEASE WITH CALDWELL COUNTY EMERGENCY SERVICES DISTRICT NO. 5 TO LEASE EMS STATIONS NO. 1 (214 BUFKIN LN.) AND NO. 2 (1914 W SAN ANTONIO RD.) FOR THE PERFORMANCE OF GOVERNMENTAL SERVICES PURSUANT TO CHAPTER 791 OF THE TEXAS GOVERNMENT CODE AND CHAPTER 272 OF THE TEXAS LOCAL GOVERNMENT CODE.

Councilmember Michelson made a motion to approve the Interlocal Agreement for Ground Lease with Caldwell County Emergency Services District No. 5, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-I. DISCUSS AND CONSIDER ACTION REGARDING APPOINTING TWO REPRESENTATIVES OF THE CITY OF LOCKHART TO THE GENERAL ASSEMBLY OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

Mayor White made a motion to appoint Mayor Lew White and Councilmember Jeffry Michelson to the CAPCOG General Assembly. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-J. DISCUSS AND CONSIDER ACTION REGARDING THE TEXAS MUNICIPAL LEAGUE (TML) ELECTION FOR THE REGION 10 DIRECTOR.

Mayor White nominated Jimmy Jenkins, City Councilmember, Smithville for the TML Region 10 Director position. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Mayor Pro-Tem Sanchez opposing.

ITEM 6. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- TXDOT Safety and Mobility Study meeting (US 183 from SH 71 to SH 130) set for September 19th.
- Airport "Fifty to Fifty Romeo Fly-in" – September 20th.

- Comprehensive Plan comment period through October 9th.
- National Night Out – Tuesday, October 1, 2024.
- Reminder: There will not be a City Council meeting on the first Tuesday of October due to the National Night Out event. The meeting has been moved to Thursday, October 3, 2024.
- Evening with the Authors' Fundraiser – October 5th.
- Citywide Bulk Cleanup – Saturday, October 12th.

ITEM 7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

Councilmember Westmoreland congratulated the Lockhart Lions football team for their win at their last game. He encouraged citizens to continue to support the teams.

Councilmember Mendoza thanked Denton, Navarro and Rocha for hosting a free educational event for elected officials. He stated that District 1 will host a National Night Out block party and that the location of the event will be announced soon. He encouraged everyone to donate blood during an upcoming blood drive on October 26.

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She congratulated the Lockhart Lions. She thanked all involved with the successful Diez y Seis event. She thanked the Lockhart ISD for hosting grandparents day.

Councilmember Castillo congratulated Marios Tacos for celebrating 5 years of being open on Highway 142.

Councilmember Michelson encouraged everyone to continue to stay safe during the hot weather. He congratulated the Lockhart Lions football team.

Mayor White stated that the Council was invited to tour the subdivision of the developer of Wolf Ranch that is interested in building in Lockhart. Also, the developer of Firefly Subdivision invited the Council to tour the modular homes and possibly tour their factory in Cuero at a later date. He stated that he will meet with the Lockhart Gin Board of Directors about the property that they own near City Park to discuss whether it is suitable for additional park space. He congratulated the Hispanic Chamber for a successful Diez y Seis event.

ITEM 8. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:41 p.m.

PASSED and APPROVED this the 19th day of August, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

OCTOBER 3, 2024

6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen

Council absent:

Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
Holly Malish, Economic Development Director
Andrew Devaney, Building Official
Tatiana Salazar, Public Information Officer
Keeli Michna, Finance Director

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Will Wachel, City Engineer
Gary Williamson, Police Chief
Douglas Patrick, Registered Sanitarian

Citizens/Visitors Addressing the Council: Representatives of Lockhart Animal Foundation; Rachel Saltillo of the Texas Workforce Commission; representatives of Texas Monthly; Chancellor Dr. Russell-Lowery Hart and Vice Chancellor Dr. Chris Cervini of Austin Community College; Will Wachel of TRC; and Citizens: Terrance Gahan and Gerald Herrera.

Work Session 6:30 p.m.

Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

B. RECOGNITION OF DONATION FROM THE LOCKHART ANIMAL FOUNDATION OF EQUIPMENT AND SUPPLIES VALUED AT APPROXIMATELY \$15,000 TO DEVELOP A SURGICAL SUITE AT THE CITY OF LOCKHART / CALDWELL COUNTY ANIMAL SHELTER.

Mayor White accepted the donation on behalf of the City of Lockhart.

A. PRESENTATION OF A PROCLAMATION DECLARING OCTOBER 2024 AS MANUFACTURING MONTH.

Mayor White presented the proclamation to Rachel Saltillo of the Texas Workforce Commission.

C. PRESENTATION BY TEXAS MONTHLY REGARDING THE UPCOMING 2024 BBQ WORLD'S FAIR EVENT TO BE HELD ON NOVEMBER 2-3, 2024.

Mr. Kelley stated that since 2009, Texas Monthly BBQ Fest has brought together BBQ enthusiasts. In 2022, Texas Monthly held its first BBQ World's Fair in the BBQ Capital of Texas. This event is scheduled for November 2-3, 2024 to be held on the Historic Courthouse Square and City Park.

Representatives of Texas Monthly provided an update about the event that will be open to the public free of charge, ticketing services, music, planning, event lineup and other notable details of the event. Each food vendor will charge for their meals. There was discussion.

D. PRESENTATION BY AUSTIN COMMUNITY COLLEGE REGARDING THE BALLOT INITIATIVE TO ANNEX LOCKHART ISD TERRITORY.

Chancellor Dr. Russell-Lowery Hart and Vice Chancellor Dr. Chris Cervini of Austin Community College (ACC) provided an overview of the upcoming ballot initiative concerning the annexation of Lockhart Independent School District (ISD) territory. This initiative will be included in the ballot for the November 5, 2024 election.

The presentation consisted of and there was discussion regarding the following topics:

- Lockhart Territory service plan
 - Facility (Phases 1, 2 and 3)
 - Programs offered by ACC
- In District vs Out of District
 - Tuition and fees (2024-2025)
 - Tuition and fees comparison of other colleges and universities
 - ACC Free Tuition Pilot Program
- Innovative Programs

E. PRESENTATION BY TRC AND DISCUSSION REGARDING ADOPTING THE WATER/WASTEWATER MASTER PLAN.

Mr. Kelley stated that the presentation will review highlights from Lockhart's first Water and Wastewater Master Plan. This plan began in April 2023, as an outcome of the Growth Planning Meetings to keep up with the growing demands of the water and wastewater systems. The Water and Wastewater Master Plan evaluates the existing water and wastewater conditions and is a forward-looking study that aims to anticipate system constraints by addressing them before they occur. The plan will also serve as a planning tool for capacity assurance for the next 20 years of anticipated growth by using Planning Horizons and Trigger/Milestones to determine the need for capital improvements. The Planning Horizons are fixed points that look at Near-Term (2023-2028, 5-year planning), Intermediate-Term (2029-2033, 10-year planning), and Long-Term (2034-2043, 20-year planning). The plan also identifies Project Triggers which are included to identify needed improvements related to the demands and capacities of the system.

Will Wachel of TRC provided information and there was discussion regarding the following:

- What is a Master Plan?
 - A master plan is a strategic plan that addresses both immediate and long-term needs and goals.
 - Final document should:
 - 1. Provide capital improvement projects & associated cost
 - 2. Provide methodology and reasoning to determine projects
 - 3. Enable the City to plan resources allocation to best fit their needs/goal
- What is involved in the Master Plan?
 - Task 1 – Project Coordination
 - Task 2 – Water Distribution Modeling and Evaluation
 - Task 3 – Wastewater Collection Modeling and Evaluation
 - Task 4 – W/WW Facilities Evaluation
 - Task 5 – Capital Improvements Plan
- Water Distribution Hydraulic Model
- Water Distribution Evaluations

- Summary of Water Improvement Projects
- Elevated Storage and High Service Pump (HSP) Requirements by Texas Commission on Environmental Quality (TCEQ)
- TCEQ's Elevated Storage Capacity Requirement using the Variance Request
- TCEQ's Elevated Storage Capacity Requirement – Recommended Improvements
- TCEQ's High Service Capacity Requirement – Recommended Improvements
- Wastewater Distribution Hydraulic Model
- Sewer Distribution Evaluations
- Summary of Wastewater Improvement Projects
- Water/Wastewater Facilities Evaluation
- Breakdown of Wastewater Facility Costs
- TCEQ 75/90 Rule for Wastewater Treatment Plants
- Capacity Improvements to Wastewater Treatment Plants
- Breakdown of Water Facility Costs
- TCEQ's Well Capacity Requirements
- Recommended Firm Well Capacity Improvements throughout Planning Horizons
- Cost Breakdown – Summary
- Cost Breakdown – Engineering vs Construction
- Cost Breakdown – Cost over 20-year study period

RECESS: Mayor White announced that the Council would recess for a break at 7:50 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 8:10 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Terrance Gahan, 205 N. Blanco Street, requested that an agenda item be added to the next Council meeting to enforce zoning and code enforcement for property across the street from his house. He stated that the property is being used as industrial, not commercial as currently zoned, and that the traffic at the property is dangerous.

Gerald Herrera, 1821 Redchinned Drive, expressed concern about the lack of transportation by CARTS in the new subdivision. He requested that the city consider adding extra amenities of a new subdivision such as public transportation and adding new addresses to google mapping to avoid wait time for residents.

ITEM 4. CONSENT AGENDA.**4A: APPROVE WASTEWATER DISCHARGE PERMIT APPLICATIONS FOR SUBMITTAL TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND AUTHORIZING THE MAYOR TO SIGN ALL APPLICATION DOCUMENTS.**

Mr. Kelley stated that the Texas Commission on Environmental Quality (TCEQ) requires wastewater discharge permits to be renewed every five years. The City's current permits for Lockhart – Larremore expire in April 2025 and Lockhart FM20 expire in July 2025. Wastewater permit applications need to be submitted to TCEQ a minimum of 6 months prior to expiration to ensure ample time for review. The Guadalupe-Blanco River Authority (GBRA) will submit permit applications simultaneously for both Lockhart wastewater plants as indicated in their current contract. The applications reflect no changes to the discharge parameters. No additional treatment costs are expected to be incurred when the new permits are issued because the discharge effluent parameters will remain the same.

4B: APPROVE ORDINANCE 2024-30 TO REVISE RULES AND REQUIREMENTS FOR THE CURRENT LOCKHART ON-SITE SEWAGE FACILITIES ORDINANCE.

Mr. Devaney stated that the purpose of this ordinance is to provide a method for property owners to construct On-Site Sewage Facilities (OSSF) within the City when/where appropriate and to ensure the health and safety of residents of the City and its waterways. An OSSF, also known as a septic system, is a private wastewater treatment and disposal system that is typically used on properties where public sewer systems are not available. Applications for OSSF installations are infrequent. The City receives OSSF applications at a rate of approximately one per year. This agenda item would repeal and replace the current Lockhart OSSF Ordinance. The Texas Commission on Environmental Quality (TCEQ) has required revisions to a previously adopted OSSF ordinance that was approved August 15, 2023. The major change from the previous ordinance is determining who can maintain OSSF systems. The ordinance revision would require a TCEQ licensed maintenance provider or TCEQ licensed maintenance technician as the individuals who would be allowed to maintain OSSF systems. This ensures that the OSSF system is maintained by individuals that possess the knowledge needed to safely maintain such systems. TCEQ has strict requirements for governing bodies, and the proposed ordinance went through a rigorous review process that was approved in September of this year.

4C: ACCEPT APPOINTMENTS OF ELECTION JUDGES FOR THE UPCOMING NOVEMBER 5, 2024 ELECTION.

Ms. Bowermon stated that the Caldwell County Elections Administrator (County EA) is conducting elections on November 5, 2024. The City of Lockhart will hold a special election for a proposed charter amendment. Since 2012, in the interest of a public purpose, the City of Lockhart has contracted with the County EA to conduct City Elections to enable all propositions and public official positions to be on one ballot for voters within Caldwell County. On August 20, 2024, the City Council approved the contract for election services with the County EA to conduct the City of Lockhart's Special Election on November 5, 2024. However, at that time, the Caldwell County Commissioners Court had not yet considered/completed the appointment of Central Count, Early Voting Ballot Board, and Election Day Judges. During the presentation of the elections service contract, it was noted that Attachment 'C' of the election services contract was blank regarding election workers and after appointments were made by the County, an item would be placed on a future City Council agenda to consider acknowledging the appointments. The County completed the appointments during the September 10, 2024 Commissioners Court meeting. Therefore, the list of election judges, also referred to as election workers, is now available for the City Council to consider and accept.

Councilmember Michelson made a motion to approve consent agenda items 4A, 4B and 4C. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 5-A. PRESENTATION BY TRC AND CONSIDER ADOPTING THE WATER/WASTEWATER MASTER PLAN.

Councilmember Lairsen made a motion to approve adoption of the Water/Wastewater Master Plan, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING CONSIDERATION OF HANGAR LEASE EXTENSION RENEWAL WITH MR. PHILLIP CLINE AND NEW RATES FOR THE HANGAR STRUCTURE LOCATED AT THE LOCKHART MUNICIPAL AIRPORT, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED.

Mr. Kelley stated that the permanent hangar structure located at 205 Airport Drive was originally constructed as part of a 25-year ground lease by Ted Jones in 1994. The ground lease was set to expire on September 16, 2019. Prior to the expiration in 2018, there was the desire by the lease to transfer the ground lease to Phillip Cline, along with extending the lease for another 5 years until September 16, 2024. At the time of the original lease expiration, the structure became the property of the City of Lockhart. Leases for this property have now been converted to a hangar structure lease, previously a ground lease. The airport was receiving \$1,989.06 for the hangar annually. These funds are used to fund projects at the airport and contribute to the maintenance costs of the airport. Under the new extension of the lease, the tenant will pay \$3.00 per square for the hangar, which is \$7,440.00 annually. A payment of \$620.00 will be due at the first of each month. The new square foot rate is similar to the other hangar rates located at the Lockhart Airport and comparable to hangars found at other municipal airports. Mr. Cline has been involved at the Lockhart Municipal Airport for many years. The hangar known as the "Plane Talk" Hangar has accomplished building many project planes, including a new ultra-light plane project that is currently under construction. There was discussion.

Councilmember Michelson made a motion to approve the hangar lease extension renewal with Phillip Cline and new rates for the hangar structure located at the Lockhart Municipal Airport, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

ITEM 6. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- Update regarding final preparations for the new Fire Department ladder truck.
- Recap of the 2024 National Night Out events.
- Public hearing and possible action regarding the Lockhart Looking Forward Comprehensive Plan on October 15, 2024.
- Coffee with a Cop Event to be held October 22, 2024 from 8:30 am – 10 am at the Randolph Brooks Federal Credit Union in Lockhart.
- Update regarding recent vandalism at City Park facilities.

ITEM 7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

Councilmember Mendoza thanked all that participated in National Night Out events.

Councilmember Lairsen thanked all that participated in National Night Out events. He invited everyone to First Friday events.

Councilmember Castillo expressed condolences to the Villareal family for their loss. He stated that October is Cancer Awareness month and he encouraged everyone to stay healthy and to get screened for cancer. He thanked all involved with the National Night Out events.

Councilmember Michelson thanked all involved in National Night Out events.

Mayor White also thanked all involved in National Night Out events. He expressed condolences to the Craven family for their loss. He stated that Council will be attending the Texas Municipal League conference next week.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT; AND SECTION 551.071 PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFER, OR LEGAL MATTERS SUBJECT TO ATTORNEY CLIENT PRIVILEGE. DISCUSSION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT VERANDA SKY.

Mayor White announced that the Council would enter Executive Session at 8:42 p.m.

ITEM 9. OPEN SESSION. DISCUSSION AND/OR ACTION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT VERANDA SKY.

Mayor White announced that the Council will enter Open Session at 9:20 p.m.

There was no action.

ITEM 10. ADJOURNMENT

Councilmember Mendoza made a motion to adjourn the meeting. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 9:21 p.m.

PASSED and APPROVED this the 19th day of August, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion regarding the appointment of members to a citizen planning committee regarding the City of Lockhart's activities to commemorate and celebrate the 250th anniversary of the signing of the Declaration of Independence on July 4, 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On July 15, 2025, Council discussed the 250th anniversary of the signing of the Declaration of Independence on July 4, 2026 and how the City of Lockhart could develop its own spirited tribute to celebrate this occasion.

There was a consensus to appoint members to a citizen planning committee at a future meeting to explore and possibly plan activities to celebrate the 250th anniversary.

During the August 5, 2025 City Council meeting, Council appointed the following individuals to serve on the committee, with a consensus to make additional appointments during the upcoming August 19, 2025 meeting:

Ron Faulstich	Deanna Juarez
Travis Tober	Megan Carvajal
Jim Lee	A Chamber Board member
Kay Askins	Janet Pitre
Rob Ortiz	Cynthia Solis Ramirez
Whitney Abel	Mayor Pro-Tem Gonzales-Sanchez
Robbie Abel	Jennifer Ochoa
B J Westmoreland	Quartermetra Hughes
Ed Theriot	Councilmember Michelson
Adam Miller	

During the U.S. bicentennial in 1976, communities devised their own local celebrations including: community parties, concerts, parades, airshows, fireworks, storytelling, re-enactments, civics instruction, etc.

A review of the 1976 Lockhart Post Register archives reveals the following events/activities took place in Lockhart:

- Bicentennial Salute - 2,000 balloons launched and given to children.
- Bicentennial Dance - At City Park, sponsored by Lockhart Jaycees.
- 4th of July Dance in Rockne.
- Daughters of the Revolution - Invitation to a local chapter meeting at the Caldwell

City of Lockhart, Texas

Council Agenda Item Cover Sheet

County District Courtroom.

- Bicentennial Savings Bond - Lockhart State Bank sold Independence Day Savings Bonds and marketed them as "collectors items."

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: August 5, 2025: initial appointment of committee members.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion regarding nomination of Jason De La Cruz to the Construction Board of Appeals by Councilmember John Castillo for a term to expire in November 2025.

ORIGINATING DEPARTMENT AND CONTACT: Council - John Castillo

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember John Castillo has nominated Jason De La Cruz to be appointed to the Construction Board of Appeals.

After reviewing the application, Mr. De La Cruz meets the qualifications to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination."

The announcement of nomination occurred during the August 5, 2025 Council meeting.

Action of appointment, should Council move to appoint Mr. De La Cruz to the board, will occur during the August 19, 2025 meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: CBOA Roster, Jason de la Cruz - CBOA Application

CONSTRUCTION BOARD OF APPEALS & ADJUSTMENTS

First	Last	Title	Address1	Construction Experience?	Council Member	Date Appt	Exp
Jerry	West	Vice-Chair County Resident	PO Box 41	Yes	John Lairsen	2/20/2024	2026
Raymond	DeLeon		1015 San Sacinto		Mayor White	1/19/2021	2026
Ian	Stowe		428 Trinity St.		Jeffry Michelson	12/20/2022	2026
VACANT	Oscar Torres	automatic resignation - missed 3+ consecutive meetings			John Castillo		
VACANT	Paul Martinez resigned	11-2-22 (county resident)			Angie Sanchez		2022
Gary	Schafer	Alternate	1212 Orange St.	Yes (Project Manager)	Brad Westmorel and	2/4/2020	2022
Michael	Voetee		517 E. Live Oak	Yes	Juan Mendoza	12/17/2019	2022

NOTES:

Section B104.4, Board Decision, is amended to read as follows:

The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances].

Section B101.2, Membership of Board, is amended to read as follows:

Each District Council Member and the Mayor shall appoint one member of the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.

Section 2-209- Method of Selection (6) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County, to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.

* Quorum - three members

APPLICANT'S NAME: Jason De La CruzBOARD NAME(S): Construction Board of Appeals

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: ~~2006~~ 2006
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2011
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:Construction Board

- Y or N Qualified by experience and/or training to pass on matters pertaining to building construction?
If yes, see application for details. (CURRENTLY A LICENSED CONTRACTOR IN THE CITY OF LOCKHART)
- Y or N City Resident?
- Y or N If no, Caldwell County resident?
- Up to two members who are not city residents but are residents of Caldwell County may serve.
- Current # members that are county residents? _____
- Y or N Employee of the City of Lockhart?

Construction Board of Appeals meets on the first and third Thursday at 9:00 a.m. each month if there are items pending the Board's review. The Board shall have the power to hear appeals of decisions and interpretations of the building official and to consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of the Lockhart Code of Ordinances. The Board shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart. Up to two members who are not city residents but are residents of Caldwell County may serve on the Board. The Board consists of seven members that serve a three-year term. The Building Official is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES: _____

MAY 20 2025

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

**CITY OF LOCKHART
CITY SECRETARY'S OFFICE****1. PERSONAL INFORMATION**

Full Legal Name	Jason De la Cruz		Preferred Name	Jany De la Cruz	
Physical Home Address	1607 Bluebell Circle				
Mailing Address (if different)					
City	Lockhart	State	Texas	Zip	78644
Home Phone	(512) 947-5089		Work Phone	Same	
Mobile Phone	-				
Email Address					
Date of Birth					

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐	Airport Advisory Board	☐	Animal Shelter Advisory Board
☐	Zoning Board of Adjustment & Appeals	☐	Historical Preservation Commission
☐	Charter Review Commission	☐	Hotel Occupancy Tax Advisory Board
☒	Construction Board of Appeals	☐	Library Advisory Board
☐	Economic Development Corp (1/2 Cent Sales Tax)	☐	Parks & Recreation Advisory Board
☐	Electric Board	☐	Planning & Zoning Commission

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

As a long-time community member and experienced construction professional, I'm committed to public safety, fair decision-making, and upholding local building standards. With 20 years of experience managing residential and commercial projects, coordinating with officials, and ensuring code compliance, I bring practical insight and problem-solving skills to the table. My role as a business owner reflects the accountability, professionalism, and sound judgement essential for serving on the Construction Board of Appeals.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board or commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.


Applicant's Signature

5/19/25
Date

Completed application, resume and letter of interest may be submitted in person, email, or by mail to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
jbowermon@lockhart-tx.org

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion and/or action regarding an appeal to the Planning and Zoning Commission's approval of application SUP-25-09 allowing a Accessory Dwelling Unit (General Type) on 0.322 acres on Lot1-A, Block 1, Replat of Attal Addition, zoned RMD Residential Medium Density District and located at 614 East Live Oak Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The application proposes to add a 1,000 square foot accessory dwelling unit (ADU) to a 0.322-acre property that is currently the site of a single 996 square foot house. The proposed ADU would have covered parking and the applicant also plans to add covered parking for the main structure as well. The applicant also plans to pave the driveway serving both the existing house and the proposed ADU, as the existing driveway is gravel and does not meet city requirements for new construction.

Staff received an email expressing opposition to the SUP request prior to the hearing before the Planning and Zoning Commission. The letter was a single email expressing the opposition of several nearby residents. This protest was found to fall short of the 20 percent of properties within 200 feet threshold which would allow P&Z to deny an application based upon the opposition of nearby property owners. After the approval of the SUP, city staff received three letters of opposition from neighboring residents, requesting an appeal to the Planning and Zoning Commission's approval. The reasons for opposition both before and after the P&Z hearing included the fact that both residential units would be rented and possible impacts on traffic, parking, and safety.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission

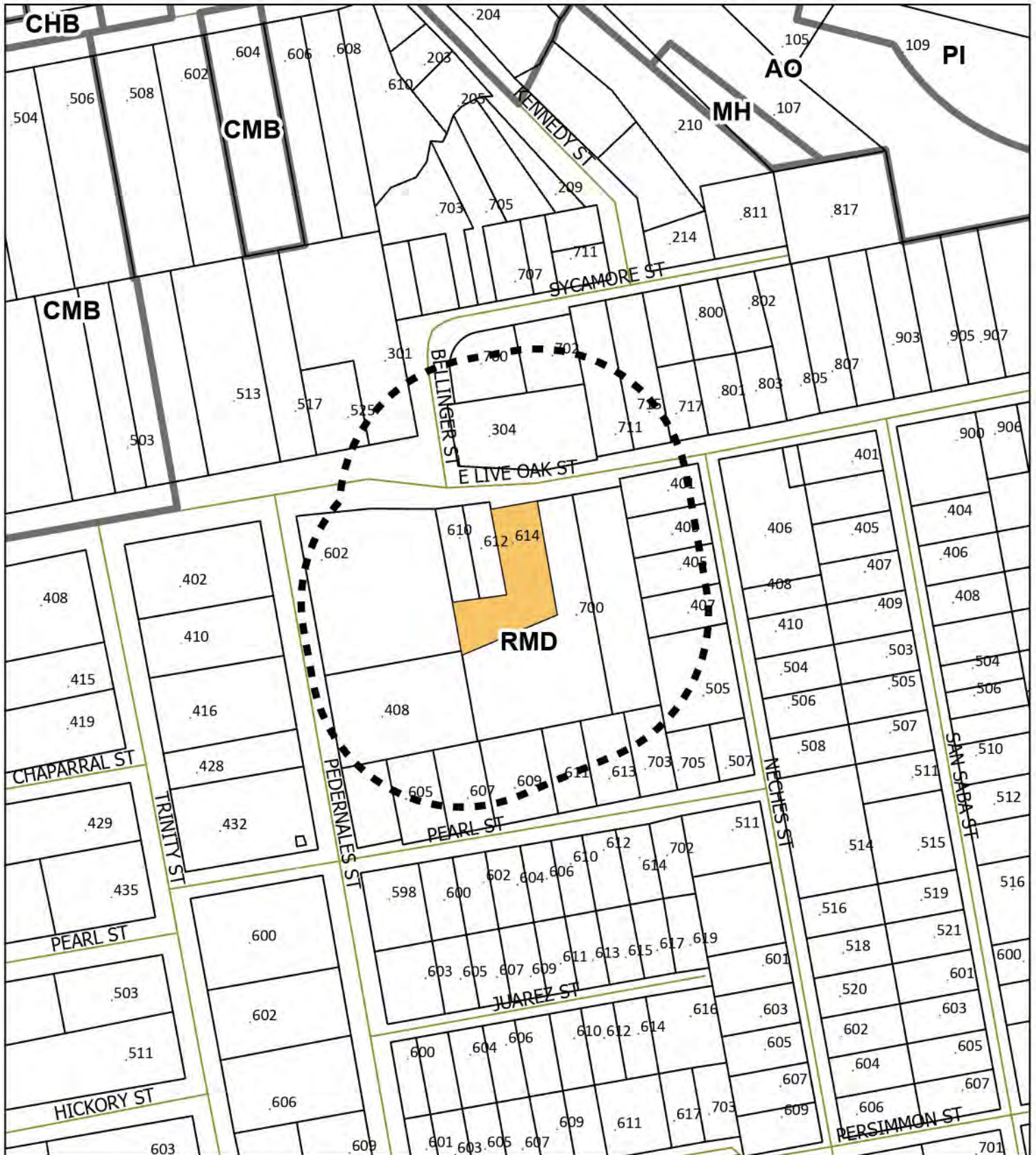
City of Lockhart, Texas

Council Agenda Item Cover Sheet

approved SUP-25-09 by a vote of 3-1 at its June 25, 2025 meeting. The approval carried the condition that the paved driveway be at least 12 feet in width.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff had recommended approval to the Planning and Zoning Commission in the original staff report due to the application meeting the requirements and no opposition having been received prior to publication of the P&Z meeting packet.

LIST OF SUPPORTING DOCUMENTS: SUP2509 location map, SUP2509 aerial, sup-25-09 staff report--appeal, SUP2509 application materials, SUP2509 opposition correspondence



SUP-25-09

614 E LIVE OAK ST

ADU-GENERAL TYPE



SUBJECT PROPERTY



ZONING BOUNDARY



200 FT BUFFER

Scale 1" = 200'



CASE SUMMARY

STAFF CONTACT: David Fowler, Planning Director

CASE NUMBER: SUP-25-04

REPORT DATE: June 18, 2025

PUBLIC HEARING DATE: June 25, 2025

APPLICANT'S REQUEST: Accessory Dwelling Unit – General

STAFF RECOMMENDATION: **Approval**

SUGGESTED CONDITIONS: Provide two paved off-street parking spaces for the main dwelling unit.

BACKGROUND DATA

APPLICANT(S): Earl and Kimberly Landry

OWNER(S): Same

SITE LOCATION: 614 East Live Oak Street

LEGAL DESCRIPTION: Lot 1-A, Block 1, Replat of Attal Addition

SIZE OF PROPERTY: 0.322 acres

EXISTING USE OF PROPERTY: Single-family dwelling

ZONING CLASSIFICATION: RMD Residential Medium Density District

ANALYSIS OF ISSUES

CHARACTERISTICS OF PROPOSED USE: The applicant proposes to build a new Accessory Dwelling Unit - General. The RMD district allows the Accessory Dwelling Unit – General use upon approval of a Specific Use Permit. The maximum floor area allowed for an ADU-General is 1,000 square feet or one half of the square footage of the main structure, whichever is greater. The proposed ADU is 1,000 square feet, which is allowable even though the main dwelling is 996 square feet in area. The property is a lot on the south side of Live Oak, south of the intersection with Bellinger Street. The ADU would be located to the rear (southwest) of the main house.

NEIGHBORHOOD COMPATIBILITY: The surrounding area is zoned RMD, but other zoning districts appear as one travels closer to Colorado Street. The neighborhood consists generally of modest homes of varying sizes and ages. The size of the subject property is somewhat larger than most other lots in the general area. Most lots in the surrounding area do not include accessory structures, mostly due to the smaller size of most lots in the neighborhood.

COMPLIANCE WITH STANDARDS: Accessory Dwelling Unit – General is allowed only on lots having at least the minimum size and dimensions as is required for a by-right duplex. The subject property exceeds that standard. The ADU is also required to have at least two off-street parking spaces in addition to the minimum required parking for the principal dwelling. The primary house has three bedrooms, which requires two off-street parking spaces, so a total of four parking spaces are required. The drawings submitted with the SUP application show two parking spaces for the ADU, but do not show the required parking for the main house. The ADU spaces would be accessed via a shared driveway for both residences. There appears to be sufficient room to add the required off-street spaces for the main house.

ADEQUACY OF INFRASTRUCTURE: Utilities are existing and adequate for the proposed use.

RESPONSE TO NOTIFICATION: None as of the date of this report (letters of opposition received prior to P&Z meeting after publication).

STAFF RECOMMENDATION: Staff recommends **Approval**. An alternative would be an Accessory Dwelling Unit – Limited, which would be allowed by-right, but this ADU type has a limit of 600 square feet or one half the floor area of the principal dwelling, whichever is greater. However, because the proposed ADU is planned to be larger than 600 square feet, the ADU General type would be required, so it would not fit into the limited category.



SPECIFIC USE PERMIT APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME Earl Landry Jr / Kimberly Landry ADDRESS 107 W Cone Street

DAY-TIME TELEPHONE 830/832-3163 & 832-1792 Gonzales TX 78629

E-MAIL earljlandryjr@gmail.com

OWNER NAME Earl J Landry Jr ADDRESS 107 W Cone Street

DAY-TIME TELEPHONE 830/832-3163 Gonzales, TX 78629

E-MAIL earljlandryjr@gmail.com

PROPERTY

ADDRESS OR GENERAL LOCATION 614 E Live Oak Lockhart TX 78644

LEGAL DESCRIPTION (IF PLATTED) Attal Addn, Replat, Lot 1A, Replat

SIZE .322 ACRE(S) ZONING CLASSIFICATION RMD

EXISTING USE OF LAND AND/OR BUILDING(S) Residential

REQUESTED SPECIFIC USE

PROPOSED USE REQUIRING PERMIT Residential ADU - General Type

CHARACTERISTICS OF PROPOSED USE, INCLUDING INDOOR AND OUTDOOR FACILITIES, ANTICIPATED OCCUPANCY (NUMBER OF DWELLING UNITS, RESIDENTS, EMPLOYEES, SEATS, OR OTHER MEASURE OF CAPACITY, AS APPLICABLE), GROSS FLOOR AREA, HOURS OF OPERATION, AND ANY OTHER RELEVANT INFORMATION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

1000 sq ft - 3 bedrooms 12 baths w/covered
parking

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

SITE PLAN, SUBMITTED ON PAPER NO LARGER THAN 11" X 17", SHOWING: 1) Scale and north arrow; 2) Location of site with respect to streets and adjacent properties; 3) Property lines and dimensions; 4) Location and dimensions of buildings; 5) Building setback distances from property lines; 6) Location, dimensions, and surface type of off-street parking spaces and loading areas; 7) Location, dimensions, and surface type of walks and patios; 8) Location, type, and height of free-standing signs; fences, landscaping, and outdoor lighting; 9) utility line types and locations; and, 10) any other proposed features of the site which are applicable to the requested specific use.

APPLICATION FEE OF \$250, PLUS \$150 PER ACRE, MAXIMUM OF \$2,500,
APPLICATION FEE OF \$ 298.30 PAYABLE TO THE CITY OF LOCKHART.

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE Eul J. Lundy

DATE 5/27/25

OFFICE USE ONLY

ACCEPTED BY CBander

RECEIPT NUMBER 01377342

DATE SUBMITTED 5-27-2025

CASE NUMBER SUP - 25 - 09

DATE NOTICES MAILED 6/6/2025

DATE NOTICE PUBLISHED 6-12-2025

PLANNING AND ZONING COMMISSION MEETING DATE 6-25-2025

DECISION _____

CONDITIONS _____

City of Lockhart Caldwell County, Texas Lot 1-A in Block 1 of the Replat of Attal Addition

General Notes

- 1) Before digging call 811 to verify locations of any utilities, pipelines, or other encumbrances of record since the surveyor cannot guarantee the exact position of these encumbrances.
- 2) The property shown has access to and from a public roadway.
- 3) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 4) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone "X" according to FEMA Panel #48055C0120E effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. WARNING: This Flood Statement, as Determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be Increased by Man-Made or Natural Causes.



Scale 1"=20'

St. Marks United Methodist Church
deco. in Vol. 27 Pg. 64 Deed Records
Original Town of Lockhart Plat of Block 1
Plat Cabinet A Slide 48 Plat Records

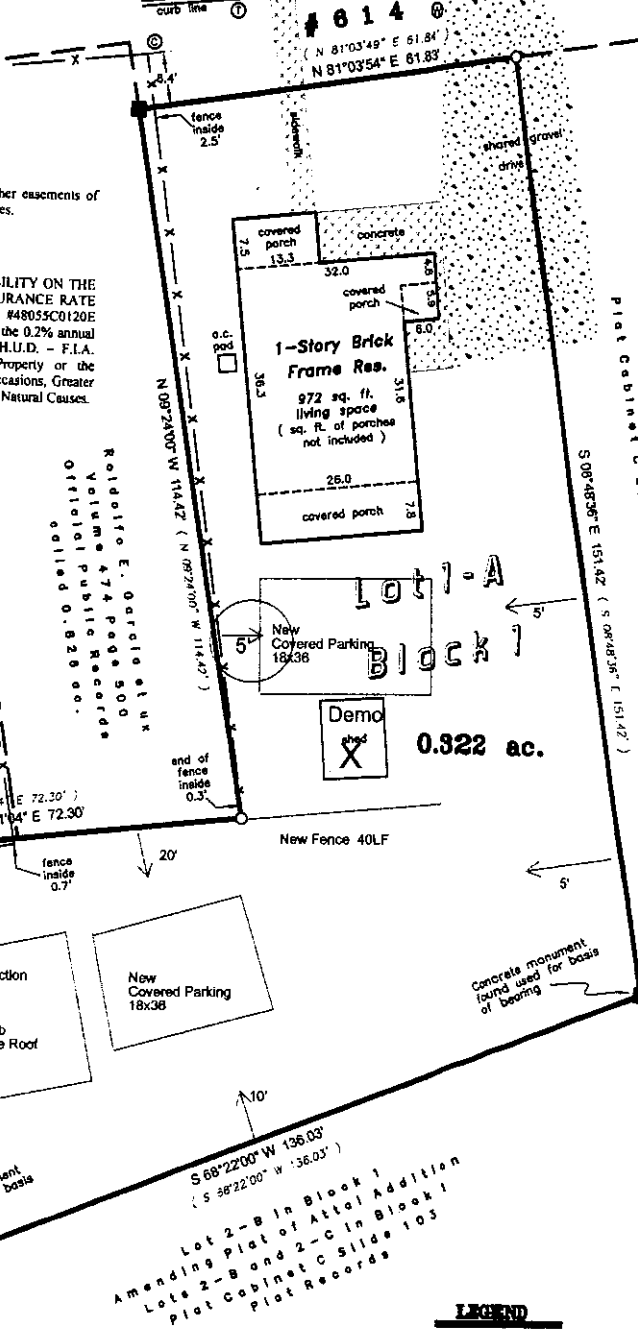
Benny Lopez Jr. et ux
Vol. 304 Pg. 897
Official Public Records
called 1/2 ac.

SURVEY DRAWING

Showing Lot 1-A in Block 1 of the REPLAT OF ATTAL ADDITION in the City of Lockhart, Caldwell County, Texas, according to the map or plat thereof recorded in Plat Cabinet B Slide 59 of the Plat Records of Caldwell County, Texas and the improvements as found situated thereon. I do hereby certify that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on April 17, 2025, (2) No Abstract of Title, title commitment, nor research or record encumbrances were supplied to the Surveyor. There may exist easements of record which could effect this parcel. **THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS ONE TRANSACTION OR FOR ANY PERSON(S) NOT ASSOCIATED WITH THIS TRANSACTION.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the owner.



(R.O.W. Varies)
E. Live Oak Street
curb line



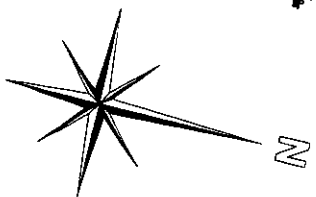
- LEGEND**
- CAPPED 1/2" IRON PIN SET
 - STAMPED "HINKLE SURVEYORS"
 - 1/2" IRON PIN FOUND
 - CONCRETE MONUMENT FOUND
 - Ⓢ TELEPHONE PEDESTAL
 - Ⓢ COMMUNICATIONS BOX
 - Ⓢ WATER METER
 - (---) ORIGINAL DECEDED CALLS
 - X- FENCES MEANDER
 - GRAVEL
 - CONCRETE
 - UNLESS OTHERWISE NOTED

Field Book: d.s.	Drawn By: JH LH
Job No. 20251061-Unoak	Drawing: 20251061.dwg
Date: April 2025	Word Date: Begin 04012025
Surveyed By: JH J08	Autocad Date: Begin 04012025



**HINKLE
SURVEYORS**

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7883 Email: contact@hinklesurveyors.com
Firm Registration No. 100886-00

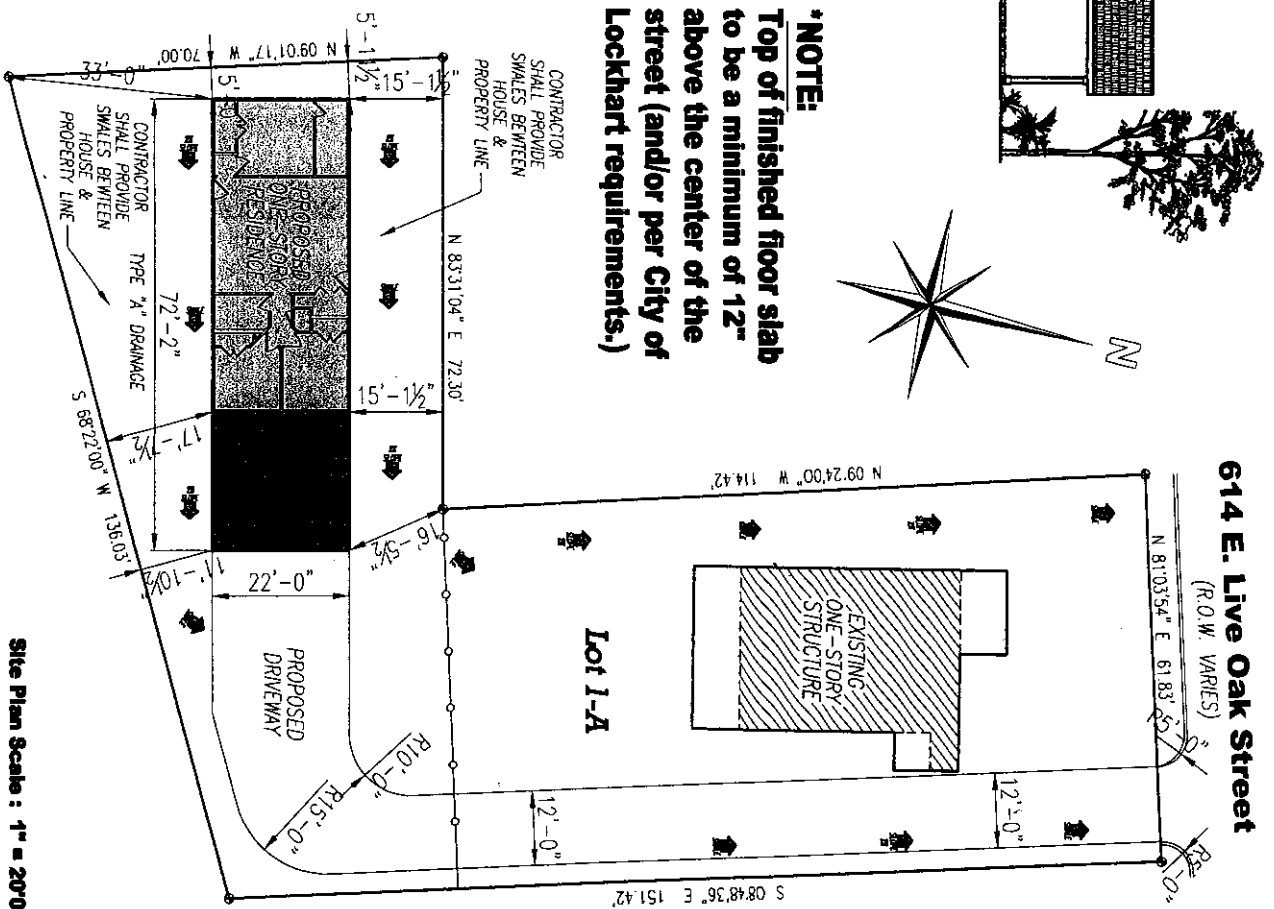


***** Contractor shall provide positive drain flow to front of property towards street by providing swales from behind new structure and between properties.**

City of Lockhart, Caldwell County

Owner and/or contractor will provide additional fill dirt towards rear of provide so as to raise rear of property and lower in front so as to drain water towards front of property.

Top of finished floor slab to be a minimum of 12" above the center of the street (and/or per City of Lockhart requirements.)



Site Plan Scale: 1" = 20'-0"

(R.O.W. VARIES)

Projected Scope

Total Living Area = 1,104 Sq. Ft.

Total Cov. Porch Area = 484 Sq. Ft.

Total Slab Area = 1,588 Sq. Ft.

DRAWN BY - A. MARIN
DRAWN - 05/07/25



**Marrin
Custom
Designs**

**Diverse Home
Designs for
Diverse Lifestyles**
Office: (713) 291-6740
dan@onguardia.org

The measurement, drawings, and other specifications, shown on the document, are guidelines for construction only. The actual specifications of the finished structure may vary. The document may not be relied on as a representation of what the completed structure will look like.



107 W. Cone Street
Gonzales, TX 78629
Office: (830) 832-3163
www.fondrpainting.com

Owner Info

Earl Landry
614 E. Live Oak St
Lockhart, TX
78644
Caldwell County

7/3/2025

10:32 am

Dear David,

I would like to appeal the decision of the planning committee for a specific Use Permit to allow an Accessory Dwelling Unit on Lot 1-A, Block 1, by Earl & Kimberly Landry at 614 East Live Oak, Lockhart, Texas.

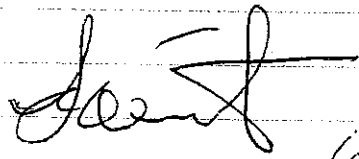
Janet Pittie

~~XXXXXXXXXXXXXXXXXXXX~~
605 Pearl Street

6/20/2025

David Fowler, AICP

I Luis Nieto want to
appeal the decision that was
approved on Wednesday 6/25/2025
for specific dwelling unit at
614 E. Live Oak.



607 Pearl Street

6/30/2025

Dear David Fowler,

I Daniel Rangel from
611 Pearl St. in Lockhart Tx. 78644

is appealing on the decision made
by Earl and Kimberly Landry at
614 East Live Oak Street. in Lockhart Tx. 78644

Sincerely
Daniel M. Rangel

ph # [REDACTED]

David Fowler

From: janet pitre <j[REDACTED]@gmail.com>
Sent: Wednesday, June 25, 2025 10:31 AM
To: David Fowler
Subject: Fwd: Public Hearing on 6/25/2025 @ 7pm

This email originated from an external sender. Please exercise caution before clicking on any links or attachments.

----- Forwarded message -----

From: janet pitre <j[REDACTED]@gmail.com>
Date: Tue; Jun 24, 2025, 11:26 AM
Subject: Public Hearing on 6/25/2025 @ 7pm
To: <dfowler@lockhart-tx.org>

Dear David Fowler, please except our response to the meeting on Wednesday June 25, 2025 @ 7 pm. All the people below have asked me to email you & include their name, address, and phone number to not Grant a request by Earl and Kimberly Landry(one is deceased but name on deed) a specific use permit to allow an accessory dwelling unit (general type), on lot 1A, block 1, replat of attal addition consisting of 0.322 acres, zoned RMD residential medium density district located at 614 East Live Oak for these reasons: one way in & out, shared driveway with people that live in front house, if emergency might have to tear down fence that belongs to church to get back there due to driveway blocked, will be rental property, don't know who's going or coming, landlord lives out of town, property owners(us) left to deal with problems, being located behind the main house can impact the privacy & peace of mind of tenant in main house, disagreements can arise over noise, parking & how property is used, adding an AUD can sometimes increase property value, in some cases it could negatively affect it, especially if not well maintained. There are legal ramifications if they don't follow landlord-tenant laws & regulations particularly concerning tenant privacy & safety. Additional residents can strain existing parking & lead to more traffic congestion, increased density can place a heavier demand on local resources and infrastructure, like water & power. We are concerned about the addition of AUD changing the aesthetics and overall feel of the neighborhood, you let one then other's will want to do. We are all homeowners. Signed: 602 E. Live Oak Janet Pitre <[REDACTED]> (I belong to this church) 605 Pearl Street- Janet Pitre <[REDACTED]>, 607 Pearl Street-Louis Nieto 5[REDACTED], 609 Pearl Street- Robertino Cortez 5[REDACTED], 611 Pearl Street- Danny Rangel <[REDACTED]>, 703 Pearl Street-Lydia Martinez 5[REDACTED]. Please respond back to let us know you received this email. Thanks for your service to the city of Lockhart.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING for the proposed City of Lockhart Fiscal Year 2025-2026 Budget.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The City Charter requires that the City Council hold one public hearing for the City of Lockhart Budget to allow for public comments. It was staff's recommendation to hold two hearings to allow residents two opportunities to comment on the proposed budget. This is the first public hearing. The second hearing will be held at 7:30 p.m. on September 2, 2025.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2026 Proposed Budget

**CITY OF LOCKHART
PROPOSED BUDGET
FISCAL YEAR 2025-26**

	FYE 2023	FYE 2024	FYE 2025 AMENDED	FYE 2025 PROPOSED
	ACTUAL	ACTUAL	BUDGET	BUDGET
REVENUE SUMMARY				
GENERAL FUND	15,428,638	16,955,018	16,036,006	17,072,870
DEBT SERVICE FUND	2,065,283	2,148,775	1,899,172	2,735,537
ELECTRIC FUND	15,378,479	12,694,915	14,107,185	14,388,100
WATER FUND	6,863,082	5,415,315	8,815,987	8,304,087
WASTEWATER FUND	5,389,513	3,413,275	3,390,060	3,566,500
SOLID WASTE FUND	2,014,232	2,178,773	220,485	2,283,014
AIRPORT FUND	122,326	148,913	179,550	197,500
LOCKHART ECO DEV FUND	1,817,686	1,879,462	1,234,140	1,969,335
TOTAL - REVENUES	49,079,239	44,834,446	45,882,585	50,516,943

					DELTA
EXPENSE SUMMARY					
GENERAL FUND	14,098,675	14,799,327	15,966,212	17,048,792	24,078
DEBT SERVICE FUND	1,662,332	373,963	1,659,937	2,600,524	135,013
ELECTRIC FUND	13,278,900	13,516,137	14,066,017	14,363,750	24,350
WATER FUND	6,682,619	7,221,586	8,759,361	7,966,886	337,201
WASTEWATER FUND	2,887,784	3,026,829	3,360,153	3,527,458	39,042
SOLID WASTE FUND	2,119,224	2,222,378	2,210,620	2,255,497	27,517
AIRPORT FUND	283,618	86,344	116,666	117,390	80,110
LOCKHART ECO DEV FUND	752,469	299,416	1,171,498	1,499,113	470,222
TOTAL - EXPENSES	41,765,621	41,545,980	47,310,464	49,379,410	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Approve contract for Election Services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 4, 2025.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Caldwell County Elections Administrator (County EA) is conducting Elections on November 4, 2025. The City of Lockhart will hold a general election for the positions of Councilmember District 1, Councilmember District 2, and two Councilmembers At-Large. Since 2010, in the interest of a public purpose, the City of Lockhart has contracted with the County EA to conduct City Elections to enable all propositions and public official positions to be on one ballot for voters within Caldwell County.

The City of Lockhart shall pay an administrative fee of 10% of the total cost of the election and any runoff election or \$75, whichever is greater. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities.

The City of Lockhart ordered the November 4, 2025 General Election during the previous Council meeting held on August 5, 2025.

The Caldwell County Commissioners Court is anticipated to consider polling locations and appointment of Central Count, Early Voting Ballot Board, and Election Day Judges at the next County Commissioners Court at the end of August. These appointments are referenced in the contact as Attachment 'C'. If necessary, after the County appointments these positions, an item will be placed on the following City Council meeting to consider acknowledging their appointments.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$15,000

Account Number: 100-5101-703

Funds Available: \$30,000

Account Name: Elections

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On August 5, 2025 Council ordered a General Election to be

City of Lockhart, Texas

Council Agenda Item Cover Sheet

held on November 4, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: November 4, 2025 Joint Election Services Contract

**JOINT ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
PARTICIPATING ENTITIES**

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the “County”) is served by the Caldwell County Elections Administrator (the “Administrator”);

WHEREAS, the undersigned political subdivisions (individually or collectively referred to as the “Participating Entities”) that conduct elections are situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2025 uniform election date and associated subsequent elections, some or all of the Participating Entities request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entities intend to enter into a joint election services contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned Participating Entities do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. “Contracted Election” means the NOVEMBER 2025 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. “Election Officer” means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early

voting ballot board, member of an early voting ballot board, chair of a signature verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

ARTICLE II PARTICIPATING ENTITY OBLIGATIONS

- Section 2.01. **RETAINED DUTIES.** Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entities. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.
- Section 2.02. **JOINT ELECTION AUTHORIZED.** Participating Entities agree to conduct the Contracted Election jointly, as authorized by Chapter 271, Texas Election Code, with any other undersigned Participating Entities holding elections on the same day in all or part of the same territory in Caldwell County. Participating Entities agree and acknowledge that other Participating Entities may join this agreement subject only to County approval.
- Section 2.03. **PRECLEARANCE FOR SPECIAL ELECTIONS.** If required by law, Participating Entities will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- Section 2.04. **APPOINTMENT OF EARLY VOTING CLERK.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.
- Section 2.05. **DESIGNATION OF VOTER REGISTRAR.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.
- Section 2.06. **APPOINTMENT OF ELECTION WORKERS.** Participating Entities, through their respective governing bodies, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.
- Section 2.07. **ELECTION OFFICIAL COMPENSATION APPROVAL.** Participating Entities, through their respective governing bodies, will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.
- Section 2.08. **DESIGNATION OF CENTRAL COUNTING STATION.** Participating Entities, through their respective governing bodies, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

- Section 2.09. **DESIGNATION OF POLLING PLACES.** Participating Entities, through their respective governing bodies, will designate the Administrator's office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entities, through their respective governing bodies, agree to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.
- Section 2.10. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS.** Participating Entities will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entities of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entities will conduct the local canvass.
- Section 2.11. **BALLOTS.** Participating Entities will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. The Participating Entities are responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.
- Section 2.12. **USE OF COMMON BALLOT.** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The universal serial busses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entities with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.
- Section 2.013. **USE OF COMMON FORMS.** All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entities with copies of any election documents upon the Participating Entity's request at no charge.
- Section 2.14. **APPLICATIONS FOR MAIL BALLOTS.** Participating Entities, through their respective governing bodies, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address

to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating entities shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.

- Section 2.15. **TRANSLATION.** Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.
- Section 2.16. **MAPS AND ANNEXATIONS.** Participating Entities will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator's office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entities jurisdiction within the County.
- Section 2.17. **RECOUNT NOTICE.** Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entities will provide notice to the Administrator that a recount must be conducted.
- Section 2.18. **ELECTION TO RESOLVE A TIE.** Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the affected Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The cost for implementing an election under this section will be attributed solely to the affected Participating Entity.
- Section 2.19. **PRECINCT REPORTS TO THE SOS.** Participating Entities will prepare and file all required precinct reports with the Texas Secretary of State.

ARTICLE III COUNTY OBLIGATIONS

- Section 3.01. **BACKGROUND CHECK.** The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entities' obligation for service rendered in good faith.
- Section 3.02. **POLLING PLACES.** The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entities agree to reimburse the County for expenses associated with any lease agreements for polling places, pursuant to Section 6.04.

ARTICLE IV ADMINISTRATOR DUTIES

- Section 4.01. **ELECTION SUPERVISOR.** The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.

- Section 4.02. **POLLING PLACES.** The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.
- Section 4.03. **NOTICE OF PREVIOUS POLLING PLACE.** As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entities will be responsible for any other notice requirements under Section 43.061, Texas Election Code.
- Section 4.04. **ELECTION SUPPLIES.** The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.
- Section 4.05. **EARLY VOTING CLERK.** Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:
- (a) Appoint personnel to serve as early voting deputy clerks;
 - (b) Publish notice of early voting polling places, including temporary branch polling places;
 - (c) Receive and process mail ballot applications on behalf of the Participating Entities in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;
 - (e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
 - (f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
 - (g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
 - (h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.
- Section 4.06. **ELECTION DAY DUTIES.** For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:
- (a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entities;
 - (b) Prepare and conduct post-election intake of election equipment, supplies, and records;
 - (c) Serve as central counting station manager and tabulation supervisor;

- (d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;

Section 4.07. **ELECTION NIGHT REPORTS.** The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:

- (a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;
- (b) Provide unofficial early voting precinct results and election day precinct results to Participating Entities as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;
- (c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots, and to resolve any issues with such ballots;
- (d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entities.

Section 4.08. **ELIGIBILITY OF ELECTION WORKERS.** The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. **NOMINATION OF ELECTION OFFICERS.** Administrator will provide to Participating Entities a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entities for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

Section 4.10. **NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS.** Within 72 hours of receiving notice of appointed Election Officers from Participating Entities, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.

Section 4.11. **ELECTION TRAINING.** The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.

Section 4.12. **CENTRAL COUNTING STATION.** The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644.

- Section 4.13. **LOGIC AND ACCURACY TESTING.** In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.
- Section 4.14. **REGISTERED VOTER LIST.** The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.
- Section 4.15. **POLLING EQUIPMENT.** The Administrator will prepare and distribute the Elections Systems & Software (“ES&S”) Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.
- Section 4.16. **BALLOTS.** The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by the Participating Entities pursuant to Section 2.11 of this contract. The Administrator will deliver the proposed ballots to the Participating Entities for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.
- Section 4.17. **CUSTODIAN OF ELECTION RECORDS.** The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to each Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entities, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.
- Section 4.18. **DELEGATION OF DUTIES.** The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.
- Section 4.19. **TIMELY PERFORMANCE.** The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code.
- Section 4.20. **THIRD-PARTY CONTRACTS.** Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entities for payment subject to Sections 6.04 and 6.05 of this contract.

ARTICLE V TERM AND WITHDRAWAL

- Section 5.01. **INITIAL TERM.** The initial term of the contract will commence on the last party’s execution hereof, and expires with respect to an individual Participating Entity on the County’s receipt of that Participating Entity’s payment-in-full of a final invoices submitted by the Administrator.
- Section 5.02. **WITHDRAWAL.** Participating Entities may withdraw from this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or

withdrawals must be provided by the statutory deadlines prescribed by the Texas Elections Code. Any Participating Entities withdrawing from this contract will be billed for any expenses incurred or obligated prior to the Administrator's receipt of said necessary certifications and declarations. A Participating Entity's obligation to pay for any expenses incurred or obligated prior to withdrawal, subject to Sections 6.04 and 6.05 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

ARTICLE VI COSTS AND PAYMENT

- Section 6.01. **ESTIMATED COST.** Participating Entities acknowledge that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.
- Section 6.02. **FINAL INVOICE.** Final election expenses, as calculated pursuant to Sections 6.04 and 6.05 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide each Participating Entity with a final invoice.
- Section 6.03. **PAYMENT DATE.** An invoice for election services submitted by the Administrator to Participating Entities is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by a Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.
- Section 6.04. **PRORATED BILLING.** Participating Entities agree to share the costs of administering the Contracted Election. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Entities based on a ration formula involving the total number of registered voters eligible to vote in the joint election and the number of registered voters associated with the individual Participating Entities for the joint election. The Participating Entities will be responsible for their percentage of the prorated cost or a minimum cost of \$500.00, whichever is greater. The cost of any special request from a Participating Entity which is not agreed upon by all Participating Entities, will be borne solely by the requesting Participating Entity.
- Section 6.05. **ADMINISTRATIVE FEE.** As authorized by Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than \$75.00.
- Section 6.06. **PAYMENT FROM CURRENT REVENUES.** Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

ARTICLE VII MISCELLANEOUS

- Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER.** Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the

Caldwell County Auditor and the Caldwell County Treasurer within 10 days of each Party's execution date.

Section 7.02. **SEVERABILITY.** If any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this contract in accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 7.03. **FORCE MAJEURE.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. **NOTICE.** Any addendum to, change or modification of, clarification of, or withdrawal from this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it and other Participating Entities, as provided in Attachment 'B'. Any required writing under this Section will be deemed to have been given when personally delivered or, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified in Attachment 'B'. Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses

available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

Section 7.06. **CHOICE OF LAW.** This contract will be governed and interpreted by the laws of the State of Texas.

Section 7.07. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.

Section 7.08. **ENTIRE CONTRACT.** This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entities concerning the duties required by this contract. The Administrator and each Participating Entity hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

Section 7.09. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.

Section 7.10. **RELATIONSHIP OF PARTIES.** The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.

Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.

Section 7.12. **REVIEW BY COUNSEL.** The County and Participating Entity acknowledge that each party has received and had the opportunity to review this contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this contract. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract, or any amendments or exhibits hereto.

Section 7.13. **SIGNATORY WARRANTY.** The signatories for the County, the Administrator, and Participating Entities represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of Participating Entities to validly and legally bind Participating Entities to all terms, performances, and provisions set forth in this contract.

Section 7.14. **COUNTERPARTS.** This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Devante Coe
Caldwell County Elections Administrator

MUNICIPALITIES

CITY OF LOCKHART, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LULING, TEXAS:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF MARTINDALE, TEXAS:

Attest:

Name: _____

Name: _____

Title: _____

CITY OF MUSTANG RIDGE, TEXAS:

Name: _____

Title: _____

CITY OF NIEDERWALD, TEXAS:

Name: _____

Title: _____

CITY OF SAN MARCOS, TEXAS:

Name: _____

Title: _____

CITY OF UHLAND, TEXAS:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

COMMUNITY COLLEGE DISTRICTS

AUSTIN COMMUNITY COLLEGE:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

INDEPENDENT SCHOOL DISTRICTS

GONZALES ISD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

HAYS COUNTY CISD:

Attest:

Name: _____

Title: _____

Name: _____

Title: _____

LOCKHART ISD:

Attest:

Name: _____

Name: _____

Title: _____

LULING ISD:

Name: _____

Title: _____

PRAIRIE LEA ISD:

Name: _____

Title: _____

SAN MARCOS CISD:

Name: _____

Title: _____

WAELDER ISD:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

WATER DISTRICTS

BARTON SPRINGS EDWARDS WCD:

Name: _____

Title: _____

BOLLINGER MUD:

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 1:

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 2:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

CALDWELL COUNTY MUD No. 7:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 8:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY MUD No. 9:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL VALLEY MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CHISHOLM MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COTTON CENTER MUD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

COUNTY LINE SUD:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

Attest:

EDWARDS AQUIFER AUTHORITY DISTRICT 11:

Name: _____

Name: _____

Title: _____

GOFORTH SUD:

Name: _____

Title: _____

GONZALES COUNTY UWCD:

Name: _____

Title: _____

LANTANA MUD:

Name: _____

Title: _____

MAXWELL SUD:

Name: _____

Title: _____

OATMAN HILL MUD:

Name: _____

Title: _____

OPEN R FRESH WATER SUPPLY:

Name: _____

Title: _____

PLUM CREEK CONSERVATION DISTRICT:

Name: _____

Title: _____

PLUM CREEK UNDERGROUND WATER DISTRICT:

Name: _____

Title: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Attest:

Name: _____

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Name: _____

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Name: _____

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Attest:

Name: _____

Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

RANCH AT CLEAR FORK CREEK MUD NO. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

EMERGENCY SERVICES DISTRICTS

CALDWELL-HAYS ESD No. 1:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 2:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 3

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 4:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

CALDWELL COUNTY ESD No. 5:

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

APPENDIX ‘A’

ESTIMATED COSTS FOR CONTRACTED ELECTION

Attachment B

Point of Contact for CITY OF LOCKHART

Printed Name of Official: JULIE BOWERMON

Officials Mailing Address: PO BOX 239, LOCKHART, TX 78644

Officials Email Address: JBOWERMON@LOCKHART-TX.ORG

Official Contact Number: 512-398-3461

Can this Contact Number be used after Afterhours? If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above):

Signature of Authorizing Authority

Title of Authorizing Authority

ATTACHMENT ‘C’

LIST OF ELECTION OFFICERS AND ELECTION CLERKS

**REGULAR MEETING
LOCKHART CITY COUNCIL**

SEPTEMBER 17, 2024

6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
David Fowler, Planning Director
Travis Hughes, Parks Director
Holly Malish, Economic Development Director

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Keeli Micha, Finance Director
Tatiana Salazar, Public Information Officer

Citizens/Visitors Addressing the Council: Ramon Rivera and Janice Bruno of CAPCOG; Citizens: Jessie Hernandez, Cesar Ochoa, Robert Lee Lewis, and Linda Hinkle.

Work Session 6:30 p.m.

Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

A. PRESENTATION OF A PROCLAMATION PROCLAIMING SEPTEMBER 23-27, 2024 AS NATIONAL GEAR UP WEEK IN LOCKHART.

Mayor White presented the proclamation to Representatives of the Lockhart Independent School District.

B. PRESENTATION BY WORKFORCE SOLUTIONS RURAL CAPITAL AREA REGARDING TRAINING AND WORKFORCE DEVELOPMENT.

Janice Bruno and Ramon Rivera of Capital Area Council of Governments provided information about the program. Their organizational focus is to work with employers to identify their employment needs and train, recruit employees. Continued investment in developing a skilled workforce is a high priority for economic development initiatives and promotes a healthy, robust economy necessary for future talent skill sets. The organization currently partners with Austin Community College, Texas State University, Blinn College, ATDS Trucking School and many more.

C. DISCUSS ORDINANCE 2024-27 VACATING AND ABANDONING APPROXIMATELY 0.101 ACRES OF UNUSED PUBLIC RIGHT-OF-WAY CONSISTING OF AN ALLEY APPROXIMATELY 20 FEET IN WIDTH EXTENDING FROM THE 200 BLOCK OF WEST CHINA STREET TO THE 200 BLOCK OF APPLE STREET, LOCATED WEST OF 202 CHINA STREET AND EAST OF 1124 NORTH BLANCO STREET.

Mr. Fowler stated that the owner of the property on China Street requested that that city abandon a city right-of-way that is 20 feet wide and 221 feet long. This right-of-way separates a residential property at 202 China Street from a garage business that is located at 1124 North Blanco Street. If the abandonment is approved, the alley will be split evenly between the abutting properties. The owner of 202 China Street initiated the abandonment by filing a petition for abandonment. The family of the owner of 202 China

Street intends to subdivide the lot after acquiring their share of the alley into two lots, fronting on China and Apple Streets, respectively. The owner of 1124 North Blanco has not signed the abutting property owner consent form, due to concerns that he would be required to relocate a fence he installed that encroached the alley to the extent that it would also encroach on the neighbor's lot after the alley is divided between the two abutting owners. The City Attorney has advised staff that City Council can legally approve the abandonment of the alley and its division between the abutting properties without the consent of both affected owners. There was discussion.

D. DISCUSS RECOMMENDATION TO AWARD BID TO O & A CLASSIC COATINGS AND PAINTING CO. OF HURST, TEXAS IN THE AMOUNT OF \$162,000 FOR THE SAN JACINTO ELEVATED STORAGE TANK PAINTING PROJECT.

Mr. Kelley stated that the painting of the 250,000 gallon elevated storage tank (EST) located on San Jacinto Street is a routine maintenance project. The EST was last painted in 2007. The EST receives inspections annually and the tower is in good condition but requires painting to maintain its condition. The project consists of abrasive blast/spot repair/painting of the interior, pressure wash/spot repair/painting of the exterior and painting of two logos on the EST. The project also consists of an ADD Alternative Bid including shrouding of the tank during all washing and painting work on the tank's exterior. The purpose of the shrouding it is to protect property located close to the tank site from debris and paint as this EST is located close to residential properties. Bids were advertised in compliance with State Law for the San Jacinto Tank Repaint Project. Fifteen (15) sealed bids were received, ranging from \$161,123.00 to \$359,500.00. The lowest bidder, Five 12 Painting & Remodeling, LLC submitted a total bid of \$161,123, however their reference checks were unsatisfactory. The second-lowest bidder, O & A Classic Coating and Painting Co. has completed similar projects in the past and received satisfactory references from both owners and engineers. O & A Classic Coating and Painting Co.'s total bid for the project was \$162,000.00. The difference between the two total bids is \$877.00, which includes the Base Bid and the ADD Alternative to provide shrouding. Therefore, it is recommended that the City award the project to O & A Classic Coating and Painting Co. in the amount of \$162,000.00 for the Base Bid and the Add Alternative.

E. DISCUSS RESOLUTION 2024-23 TO APPROVE A CONTRACT PROPOSAL FROM STUDIO STEINBOMER TO PROVIDE PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR THE FIRE STATION NO. 1 REMODEL AT 201 W. MARKET ST. AND AUTHORIZE THE CITY MANAGER TO EXECUTE.

Mr. Resendez stated that City staff and Studio Steinbomer (Architect) coordinated with D. Wilson Construction (Construction Manager at-Risk [CMAR]) to finalize terms of the Fire Station No. 1 Remodel project. Resolution 2024-23 outlines the architect's basic services, responsibilities, compensation, and includes a framework for project design and construction administration. This resolution is provided for Council review and approval. Once the Resolution is approved, staff, Studio Steinbomer, and D. Wilson Construction will move forward with the next step in the pre-construction phase. Staff will return to Council at a later date to approve the final project scope and budget.

F. DISCUSS RESOLUTION 2024-24 TO AWARD CONTRACT FOR CONSTRUCTION-MANAGER-AT-RISK (CMAR) SERVICES TO D. WILSON CONSTRUCTION CO. FOR THE FIRE STATION NO. 1 REMODEL AT 201 W. MARKET ST. AND AUTHORIZE THE CITY MANAGER TO EXECUTE.

Mr. Resendez stated that City staff and Studio Steinbomer (Architect) coordinated with D. Wilson Construction (Construction Manager at-Risk [CMAR]) to finalize terms of the Fire Station No. 1 Remodel project. Resolution 2024-24 outlines the CMAR's responsibilities, establishes cost limits, and includes provisions for the construction manager to act as both a consultant during preconstruction and a

constructor during the construction phase, ensuring cost control while providing a Guaranteed Maximum Price (GMP) on total expenses. This resolution is provided for Council review and approval. Once the Resolution is approved, staff, Studio Steinbomer, and D. Wilson Construction will move forward with the next step in the pre-construction phase. Staff will return to Council at a later date to approve the final project scope and budget. There was discussion.

G. DISCUSS RESOLUTION 2024-25, AS REQUESTED BY TXDOT, TO AUTHORIZE THE ADOPTION OF THE PROPOSED DESIGNS OF THE GATEWAY MONUMENT AND WAYFINDING SIGNAGE AS DEPICTED IN THE 2022 WAYFINDING MASTER PLAN, AND REQUESTING INSTALLATION WITHIN THE OPERATIONAL HIGHWAY RIGHT-OF-WAY.

Mr. Hughes stated that the 2022 Wayfinding Master Plan was approved and adopted during the February 1, 2022 Council Meeting, but no Resolution was presented at that time. As part of the TxDOT application process for installing Gateway Monument Signs in highway right-of-ways, a Resolution must be included. This Resolution was produced with guidance from TxDOT to specifically address their requirements for Gateway Monument Sign installation. There was discussion.

H. DISCUSS ORDINANCE 2024-28 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, ARTICLE 2, DIVISION 4, SECTION 58-142(A)(1) AND 58-142(A)(2), ENTITLED "WATER RATES", ADJUSTING THE MONTHLY FIXED SERVICE CHARGE AND CONSUMPTION CHARGE TO COVER INCREASED COSTS IN WATER SUPPLY, DEBT PAYMENTS, AND MAINTENANCE AND OPERATIONS OF SUPPLYING RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL WATER TO ITS CUSTOMERS.

Mr. Resendez stated that at the September 3, 2024 Council meeting, Raftelis, the City's utility rate consultant, gave a presentation providing recommended adjustments to the water and wastewater rates for Fiscal Year 2024-2025 (FYE 2025) and Fiscal Year 2025-2026 (FYE 2026). These adjustments are recommendations to account for updated revenue and expenditure requirements in the water utility fund. Specifically, updates to the Carrizo Groundwater Supply Project operating and maintenance costs and debt service requirements and wholesale water costs from the Luling Water Treatment Plant. The Carrizo Project was approved by Council in February 2018 as an agreement with the Guadalupe-Blanco River Authority (GBRA) to provide Lockhart citizens with a long-term treated water supply (up to 3,000 acre-feet). This groundwater development project will generate a total of 15,000 acre-feet per year of groundwater which will be distributed to participating utilities like Lockhart. The City is responsible for its proportional share of the project's debt service and operational expenses for the construction of facilities to pump, treat, and transport the groundwater from the well fields in Gonzales and Caldwell County. The facilities and transmission infrastructure are complete and operational. The project is undergoing final treatment and pressure testing and anticipated to go online in Fall 2024. Raftelis' recommended rate adjustments maintain the Tier 0 - "Lifeline Rate" charging \$0 for the first 2,000 gallons of water consumption. This low usage water customer tier represents fixed income customers. In addition, the recommendations include a 50% increase to the pricing signals between Tiers 2 & 3 and Tiers 3 & 4 to address the increased maintenance and operations costs of treated water for high volume residential customers. Finally, the proposed 2025 water and wastewater rate adjustments will still maintain competitive prices for the average Lockhart residential customer when compared to peer communities in Central Texas. Ordinance 2024-28 provides for the implementation of Raftelis' recommended water rates over a two-year phase-in beginning in the second bill cycle of November 2024. If Ordinance 2024-28 is adopted, city staff will provide notice to customers of the upcoming utility rate changes.

I. DISCUSS ORDINANCE 2024-29 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, ARTICLE 2, DIVISION 3, 58-108(C), ENTITLED "SCHEDULE OF

CHARGES" TO RECOVER COSTS FOR WASTEWATER DEBT PAYMENTS AND MAINTENANCE AND OPERATIONS OF THE COLLECTION AND TREATMENT SYSTEM AND TRANSPORTING WASTEWATER TO SAID COLLECTION AND TREATMENT SYSTEM.

Mr. Resendez stated that at the September 3, 2024 Council meeting, Raftelis, the City's utility rate consultant, gave a presentation providing recommended adjustments to the water and wastewater rates for Fiscal Year 2024-2025 (FYE 2025) and Fiscal Year 2025-2026 (FYE 2026). These adjustments are recommendations to account for updated revenue and expenditure requirements in the wastewater utility fund. Specifically, a 3% inflationary adjustment for operation and maintenance costs of the City's wastewater collection infrastructure and treatment facilities. The process and calculations for winter averaging will remain in place as currently adopted. Ordinance 2024-29 provides for the implementation of Raftelis' recommended wastewater rates over a two-year phase-in beginning in the second bill cycle of November 2024. If Ordinance 2024-29 is adopted, city staff will provide notice to customers of the upcoming utility rate changes.

J. DISCUSS INTERLOCAL AGREEMENT FOR GROUND LEASE WITH CALDWELL COUNTY EMERGENCY SERVICES DISTRICT NO. 5 TO LEASE EMS STATIONS NO. 1 (214 BUFKIN LN.) AND NO. 2 (1914 W SAN ANTONIO RD.) FOR THE PERFORMANCE OF GOVERNMENTAL SERVICES PURSUANT TO CHAPTER 791 OF THE TEXAS GOVERNMENT CODE AND CHAPTER 272 OF THE TEXAS LOCAL GOVERNMENT CODE.

Mr. Lewis stated that the proposed Interlocal Agreement between Emergency Services District (ESD) No. 5 and the City of Lockhart provides for the City to lease two city-owned EMS stations to the ESD for a one-year term, with the option to renew the lease for an additional year. The proposed rent paid by the ESD to the City is \$1 per month for the term of the agreement. Station #1 is located at 214 Bufkin Ln and provides primary coverage for the south and east portion of Lockhart and the central portions of Caldwell county. Station #2 is located at 1914 W San Antonio Rd and provides primary coverage to the northern and western portions of the city of Lockhart and Caldwell County. The lease also outlines responsibilities for utilities, maintenance, and insurance, and provisions for addressing defaults and damages. For example, ESD No. 5 will be responsible for their pro rata share of all utilities, routine maintenance, and any upgrades to the facility and furnishing any required equipment necessary to perform the ESD's functions. In addition, the ESD will obtain and pay for its own telephone and internet services. As a governmental entity, the ESD is exempt from paying property tax. ESD No. 5 is on schedule to begin operations and provide EMS services in Lockhart on January 1, 2025.

K. DISCUSS APPOINTING TWO REPRESENTATIVES OF THE CITY OF LOCKHART TO THE GENERAL ASSEMBLY OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

Mayor White stated that he and Councilmember Michelson are currently serving and would like to continue.

L. DISCUSSION REGARDING THE TEXAS MUNICIPAL LEAGUE ELECTION FOR THE REGION 10 DIRECTOR.

After discussion, the consensus of the Council was to vote for Jimmy Jenkins, Councilmember of Smithville, Texas.

RECESS: Mayor White announced that the Council would recess for a break at 7:30 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:45 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Jessie Hernandez, 203 East Pecan, requested that the City of Lockhart change the current decibel limit from 55 to 75. He stated that the residential neighbor near his business continues to complain about the noise level regardless of the new sound barrier wall that he recently built. He provided details about decibel levels. He stated that he wants to be a good neighbor, and he believes that increasing the decibel limit level would deter complaints.

Robert Lee Lewis, 718 Chihuahua, requested additional streetlights on Chihuahua Street because there are a lot of children playing on a dark street. He also thanked staff for filling in the pot holes.

Mayor White requested additional citizens to address the Council. There were none.

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON AN APPEAL OF THE PLANNING AND ZONING COMMISSION'S DENIAL OF APPLICATION SUP-24-08 BY CESAR ERNESTO OCHOA JR. FOR A SPECIFIC USE PERMIT TO ALLOW A MANUFACTURED HOME ON 0.458 ACRES IN THE BYRD LOCKHART LEAGUE ZONED RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND LOCATED AT 1001 PEREZ STREET.

Mayor White opened the public hearing at 7:55 p.m. and requested the staff background report.

Mr. Fowler stated that the item is the appeal of a denial of a Specific Use Permit (SUP) for a manufactured home on 0.458 acres at 1001 Perez Street. The subject property exceeds the minimum lot area and would accommodate the proposed manufactured home while allowing adequate parking on the site. The property is located in an area that includes other manufactured homes, including the adjacent manufactured home park, located to the north. The site is adequately served by public utilities. In denying the SUP, the Planning and Zoning Commission stated their belief that further permitting of manufactured homes in residential zoning districts will discourage construction of site-built homes in nearby areas. Some commission members opined manufactured homes depreciate in value more quickly than site-built homes and are likely to be renter-occupied after the initial occupant moves out. While no letters of support or opposition were received prior to the Planning and Zoning Commission hearing, staff has received one letter opposing the appeal in response to the notification of the appeal hearing. There was discussion.

Mayor White requested the applicant to address the Council.

Cesar Ochoa, Jr., Austin, stated that he and his family would like to move to Lockhart and put a manufactured home on a lot that his father has owned for many years. He requested approval of the specific use permit and mentioned that there are currently several manufactured homes in the neighborhood. He stated that the manufactured home is affordable for his family. There was discussion.

Mayor White requested citizens to address the Council.

Linda Hinkle, 709 South Main Street, stated that there is currently a manufactured home next door to the applicant's property, which she believes should have been mentioned during the Planning and Zoning Commission's meeting. She spoke in favor of manufactured homes that she believes are affordable and they have a nice interior and exterior. She spoke in favor of approving the specific use permit especially since the manufactured home that is currently in the neighborhood was approved fairly recent.

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 8:12 p.m.

Mayor Pro-Tem Sanchez made a motion to approve SUP-24-08, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-A. DISCUSSION AND/OR ACTION ON ORDINANCE 2024-27 VACATING AND ABANDONING APPROXIMATELY 0.101 ACRES OF UNUSED PUBLIC RIGHT-OF-WAY CONSISTING OF AN ALLEY APPROXIMATELY 20 FEET IN WIDTH EXTENDING FROM THE 200 BLOCK OF WEST CHINA STREET TO THE 200 BLOCK OF APPLE STREET, LOCATED WEST OF 202 CHINA STREET AND EAST OF 1124 NORTH BLANCO STREET.
Councilmember Michelson made a motion to approve Ordinance 2024-27, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING RECOMMENDATION TO AWARD BID TO O & A CLASSIC COATINGS AND PAINTING CO. OF HURST, TEXAS IN THE AMOUNT OF \$162,000 FOR THE SAN JACINTO ELEVATED STORAGE TANK PAINTING PROJECT.
Councilmember Lairsen made a motion to award the bid to O&A Classic Coatings and Painting, Co., as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2024-23 TO APPROVE A CONTRACT PROPOSAL FROM STUDIO STEINBOMER TO PROVIDE PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR THE FIRE STATION NO. 1 REMODEL AT 201 W. MARKET ST. AND AUTHORIZE THE CITY MANAGER TO EXECUTE.
Mayor Pro-Tem Sanchez made a motion to approve Resolution 2024-23, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2024-24 TO AWARD CONTRACT FOR CONSTRUCTION-MANAGER-AT-RISK (CMAR) SERVICES TO D. WILSON CONSTRUCTION CO. FOR THE FIRE STATION NO. 1 REMODEL AT 201 W. MARKET ST. AND AUTHORIZE THE CITY MANAGER TO EXECUTE.
Councilmember Lairsen made a motion to approve Resolution 2024-24, as presented. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 5-E. DISCUSSION AND/OR ACTION REGARDING RESOLUTION 2024-25, AS REQUESTED BY TXDOT, TO AUTHORIZE THE ADOPTION OF THE PROPOSED DESIGNS OF THE GATEWAY MONUMENT AND WAYFINDING SIGNAGE AS DEPICTED IN THE 2022 WAYFINDING MASTER PLAN, AND REQUESTING INSTALLATION WITHIN THE OPERATIONAL HIGHWAY RIGHT-OF-WAY.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2024-25, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7 -0.

ITEM 5-F. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-28 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, ARTICLE 2, DIVISION 4, SECTION 58-142(A)(1) AND 58-142(A)(2), ENTITLED "WATER RATES", ADJUSTING THE MONTHLY FIXED SERVICE CHARGE AND CONSUMPTION CHARGE TO COVER INCREASED COSTS IN WATER SUPPLY, DEBT PAYMENTS, AND MAINTENANCE AND OPERATIONS OF SUPPLYING RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL WATER TO ITS CUSTOMERS.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2024-28, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-G. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-29 AMENDING THE LOCKHART CODE OF ORDINANCES, CHAPTER 58, UTILITIES, ARTICLE 2, DIVISION 3, 58-108(C), ENTITLED "SCHEDULE OF CHARGES" TO RECOVER COSTS FOR WASTEWATER DEBT PAYMENTS AND MAINTENANCE AND OPERATIONS OF THE COLLECTION AND TREATMENT SYSTEM AND TRANSPORTING WASTEWATER TO SAID COLLECTION AND TREATMENT SYSTEM.

Councilmember Lairsen made a motion to approve Ordinance 2024-29, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5-H. DISCUSSION AND/OR ACTION REGARDING INTERLOCAL AGREEMENT FOR GROUND LEASE WITH CALDWELL COUNTY EMERGENCY SERVICES DISTRICT NO. 5 TO LEASE EMS STATIONS NO. 1 (214 BUFKIN LN.) AND NO. 2 (1914 W SAN ANTONIO RD.) FOR THE PERFORMANCE OF GOVERNMENTAL SERVICES PURSUANT TO CHAPTER 791 OF THE TEXAS GOVERNMENT CODE AND CHAPTER 272 OF THE TEXAS LOCAL GOVERNMENT CODE.

Councilmember Michelson made a motion to approve the Interlocal Agreement for Ground Lease with Caldwell County Emergency Services District No. 5, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-I. DISCUSS AND CONSIDER ACTION REGARDING APPOINTING TWO REPRESENTATIVES OF THE CITY OF LOCKHART TO THE GENERAL ASSEMBLY OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

Mayor White made a motion to appoint Mayor Lew White and Councilmember Jeffry Michelson to the CAPCOG General Assembly. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-J. DISCUSS AND CONSIDER ACTION REGARDING THE TEXAS MUNICIPAL LEAGUE (TML) ELECTION FOR THE REGION 10 DIRECTOR.

Mayor White nominated Jimmy Jenkins, City Councilmember, Smithville for the TML Region 10 Director position. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Mayor Pro-Tem Sanchez opposing.

ITEM 6. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- TXDOT Safety and Mobility Study meeting (US 183 from SH 71 to SH 130) set for September 19th.
- Airport "Fifty to Fifty Romeo Fly-in" – September 20th.

- Comprehensive Plan comment period through October 9th.
- National Night Out – Tuesday, October 1, 2024.
- Reminder: There will not be a City Council meeting on the first Tuesday of October due to the National Night Out event. The meeting has been moved to Thursday, October 3, 2024.
- Evening with the Authors' Fundraiser – October 5th.
- Citywide Bulk Cleanup – Saturday, October 12th.

ITEM 7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

Councilmember Westmoreland congratulated the Lockhart Lions football team for their win at their last game. He encouraged citizens to continue to support the teams.

Councilmember Mendoza thanked Denton, Navarro and Rocha for hosting a free educational event for elected officials. He stated that District 1 will host a National Night Out block party and that the location of the event will be announced soon. He encouraged everyone to donate blood during an upcoming blood drive on October 26.

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She congratulated the Lockhart Lions. She thanked all involved with the successful Diez y Seis event. She thanked the Lockhart ISD for hosting grandparents day.

Councilmember Castillo congratulated Marios Tacos for celebrating 5 years of being open on Highway 142.

Councilmember Michelson encouraged everyone to continue to stay safe during the hot weather. He congratulated the Lockhart Lions football team.

Mayor White stated that the Council was invited to tour the subdivision of the developer of Wolf Ranch that is interested in building in Lockhart. Also, the developer of Firefly Subdivision invited the Council to tour the modular homes and possibly tour their factory in Cuero at a later date. He stated that he will meet with the Lockhart Gin Board of Directors about the property that they own near City Park to discuss whether it is suitable for additional park space. He congratulated the Hispanic Chamber for a successful Diez y Seis event.

ITEM 8. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:41 p.m.

PASSED and APPROVED this the 19th day of August, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

OCTOBER 3, 2024

6:30 P.M.

CLARK LIBRARY ANNEX-COUNCIL CHAMBERS, 217 SOUTH MAIN STREET, 3RD FLOOR, LOCKHART, TEXAS

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen

Council absent:

Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
Holly Malish, Economic Development Director
Andrew Devaney, Building Official
Tatiana Salazar, Public Information Officer
Keeli Michna, Finance Director

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Will Wachel, City Engineer
Gary Williamson, Police Chief
Douglas Patrick, Registered Sanitarian

Citizens/Visitors Addressing the Council: Representatives of Lockhart Animal Foundation; Rachel Saltillo of the Texas Workforce Commission; representatives of Texas Monthly; Chancellor Dr. Russell Lowery Hart and Vice Chancellor Dr. Chris Cervini of Austin Community College; Will Wachel of TRC; and Citizens: Terrance Gahan and Gerald Herrera.

Work Session 6:30 p.m.

Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

B. RECOGNITION OF DONATION FROM THE LOCKHART ANIMAL FOUNDATION OF EQUIPMENT AND SUPPLIES VALUED AT APPROXIMATELY \$15,000 TO DEVELOP A SURGICAL SUITE AT THE CITY OF LOCKHART / CALDWELL COUNTY ANIMAL SHELTER.

Mayor White accepted the donation on behalf of the City of Lockhart.

A. PRESENTATION OF A PROCLAMATION DECLARING OCTOBER 2024 AS MANUFACTURING MONTH.

Mayor White presented the proclamation to Rachel Saltillo of the Texas Workforce Commission.

C. PRESENTATION BY TEXAS MONTHLY REGARDING THE UPCOMING 2024 BBQ WORLD'S FAIR EVENT TO BE HELD ON NOVEMBER 2-3, 2024.

Mr. Kelley stated that since 2009, Texas Monthly BBQ Fest has brought together BBQ enthusiasts. In 2022, Texas Monthly held its first BBQ World's Fair in the BBQ Capital of Texas. This event is scheduled for November 2-3, 2024 to be held on the Historic Courthouse Square and City Park.

Representatives of Texas Monthly provided an update about the event that will be open to the public free of charge, ticketing services, music, planning, event lineup and other notable details of the event. Each food vendor will charge for their meals. There was discussion.

D. PRESENTATION BY AUSTIN COMMUNITY COLLEGE REGARDING THE BALLOT INITIATIVE TO ANNEX LOCKHART ISD TERRITORY.

Chancellor Dr. Russell-Lowery Hart and Vice Chancellor Dr. Chris Cervini of Austin Community College (ACC) provided an overview of the upcoming ballot initiative concerning the annexation of Lockhart Independent School District (ISD) territory. This initiative will be included in the ballot for the November 5, 2024 election.

The presentation consisted of and there was discussion regarding the following topics:

- Lockhart Territory service plan
 - Facility (Phases 1, 2 and 3)
 - Programs offered by ACC
- In District vs Out of District
 - Tuition and fees (2024-2025)
 - Tuition and fees comparison of other colleges and universities
 - ACC Free Tuition Pilot Program
- Innovative Programs

E. PRESENTATION BY TRC AND DISCUSSION REGARDING ADOPTING THE WATER/WASTEWATER MASTER PLAN.

Mr. Kelley stated that the presentation will review highlights from Lockhart's first Water and Wastewater Master Plan. This plan began in April 2023, as an outcome of the Growth Planning Meetings to keep up with the growing demands of the water and wastewater systems. The Water and Wastewater Master Plan evaluates the existing water and wastewater conditions and is a forward-looking study that aims to anticipate system constraints by addressing them before they occur. The plan will also serve as a planning tool for capacity assurance for the next 20 years of anticipated growth by using Planning Horizons and Trigger/Milestones to determine the need for capital improvements. The Planning Horizons are fixed points that look at Near-Term (2023-2028, 5-year planning), Intermediate-Term (2029-2033, 10-year planning), and Long-Term (2034-2043, 20-year planning). The plan also identifies Project Triggers which are included to identify needed improvements related to the demands and capacities of the system.

Will Wachel of TRC provided information and there was discussion regarding the following:

- What is a Master Plan?
 - A master plan is a strategic plan that addresses both immediate and long-term needs and goals.
 - Final document should:
 - 1. Provide capital improvement projects & associated cost
 - 2. Provide methodology and reasoning to determine projects
 - 3. Enable the City to plan resources allocation to best fit their needs/goal
- What is involved in the Master Plan?
 - Task 1 – Project Coordination
 - Task 2 – Water Distribution Modeling and Evaluation
 - Task 3 – Wastewater Collection Modeling and Evaluation
 - Task 4 – W/WW Facilities Evaluation
 - Task 5 – Capital Improvements Plan
- Water Distribution Hydraulic Model
- Water Distribution Evaluations

- Summary of Water Improvement Projects
- Elevated Storage and High Service Pump (HSP) Requirements by Texas Commission on Environmental Quality (TCEQ)
- TCEQ's Elevated Storage Capacity Requirement using the Variance Request
- TCEQ's Elevated Storage Capacity Requirement – Recommended Improvements
- TCEQ's High Service Capacity Requirement – Recommended Improvements
- Wastewater Distribution Hydraulic Model
- Sewer Distribution Evaluations
- Summary of Wastewater Improvement Projects
- Water/Wastewater Facilities Evaluation
- Breakdown of Wastewater Facility Costs
- TCEQ 75/90 Rule for Wastewater Treatment Plants
- Capacity Improvements to Wastewater Treatment Plants
- Breakdown of Water Facility Costs
- TCEQ's Well Capacity Requirements
- Recommended Firm Well Capacity Improvements throughout Planning Horizons
- Cost Breakdown – Summary
- Cost Breakdown – Engineering vs Construction
- Cost Breakdown – Cost over 20-year study period

RECESS: Mayor White announced that the Council would recess for a break at 7:50 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 8:10 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Terrance Gahan, 205 N. Blanco Street, requested that an agenda item be added to the next Council meeting to enforce zoning and code enforcement for property across the street from his house. He stated that the property is being used as industrial, not commercial as currently zoned, and that the traffic at the property is dangerous.

Gerald Herrera, 1821 Redchinned Drive, expressed concern about the lack of transportation by CARTS in the new subdivision. He requested that the city consider adding extra amenities of a new subdivision such as public transportation and adding new addresses to google mapping to avoid wait time for residents.

ITEM 4. CONSENT AGENDA.**4A: APPROVE WASTEWATER DISCHARGE PERMIT APPLICATIONS FOR SUBMITTAL TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND AUTHORIZING THE MAYOR TO SIGN ALL APPLICATION DOCUMENTS.**

Mr. Kelley stated that the Texas Commission on Environmental Quality (TCEQ) requires wastewater discharge permits to be renewed every five years. The City's current permits for Lockhart – Larremore expire in April 2025 and Lockhart FM20 expire in July 2025. Wastewater permit applications need to be submitted to TCEQ a minimum of 6 months prior to expiration to ensure ample time for review. The Guadalupe-Blanco River Authority (GBRA) will submit permit applications simultaneously for both Lockhart wastewater plants as indicated in their current contract. The applications reflect no changes to the discharge parameters. No additional treatment costs are expected to be incurred when the new permits are issued because the discharge effluent parameters will remain the same.

4B: APPROVE ORDINANCE 2024-30 TO REVISE RULES AND REQUIREMENTS FOR THE CURRENT LOCKHART ON-SITE SEWAGE FACILITIES ORDINANCE.

Mr. Devaney stated that the purpose of this ordinance is to provide a method for property owners to construct On-Site Sewage Facilities (OSSF) within the City when/where appropriate and to ensure the health and safety of residents of the City and its waterways. An OSSF, also known as a septic system, is a private wastewater treatment and disposal system that is typically used on properties where public sewer systems are not available. Applications for OSSF installations are infrequent. The City receives OSSF applications at a rate of approximately one per year. This agenda item would repeal and replace the current Lockhart OSSF Ordinance. The Texas Commission on Environmental Quality (TCEQ) has required revisions to a previously adopted OSSF ordinance that was approved August 15, 2023. The major change from the previous ordinance is determining who can maintain OSSF systems. The ordinance revision would require a TCEQ licensed maintenance provider or TCEQ licensed maintenance technician as the individuals who would be allowed to maintain OSSF systems. This ensures that the OSSF system is maintained by individuals that possess the knowledge needed to safely maintain such systems. TCEQ has strict requirements for governing bodies, and the proposed ordinance went through a rigorous review process that was approved in September of this year.

4C: ACCEPT APPOINTMENTS OF ELECTION JUDGES FOR THE UPCOMING NOVEMBER 5, 2024 ELECTION.

Ms. Bowermon stated that the Caldwell County Elections Administrator (County EA) is conducting elections on November 5, 2024. The City of Lockhart will hold a special election for a proposed charter amendment. Since 2012, in the interest of a public purpose, the City of Lockhart has contracted with the County EA to conduct City Elections to enable all propositions and public official positions to be on one ballot for voters within Caldwell County. On August 20, 2024, the City Council approved the contract for election services with the County EA to conduct the City of Lockhart's Special Election on November 5, 2024. However, at that time, the Caldwell County Commissioners Court had not yet considered/completed the appointment of Central Count, Early Voting Ballot Board, and Election Day Judges. During the presentation of the elections service contract, it was noted that Attachment 'C' of the election services contract was blank regarding election workers and after appointments were made by the County, an item would be placed on a future City Council agenda to consider acknowledging the appointments. The County completed the appointments during the September 10, 2024 Commissioners Court meeting. Therefore, the list of election judges, also referred to as election workers, is now available for the City Council to consider and accept.

Councilmember Michelson made a motion to approve consent agenda items 4A, 4B and 4C. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 5-A. PRESENTATION BY TRC AND CONSIDER ADOPTING THE WATER/WASTEWATER MASTER PLAN.

Councilmember Lairsen made a motion to approve adoption of the Water/Wastewater Master Plan, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING CONSIDERATION OF HANGAR LEASE EXTENSION RENEWAL WITH MR. PHILLIP CLINE AND NEW RATES FOR THE HANGAR STRUCTURE LOCATED AT THE LOCKHART MUNICIPAL AIRPORT, AND APPOINTING THE MAYOR TO SIGN THE AGREEMENT IF APPROVED.

Mr. Kelley stated that the permanent hangar structure located at 205 Airport Drive was originally constructed as part of a 25-year ground lease by Ted Jones in 1994. The ground lease was set to expire on September 16, 2019. Prior to the expiration in 2018, there was the desire by the lease to transfer the ground lease to Phillip Cline, along with extending the lease for another 5 years until September 16, 2024. At the time of the original lease expiration, the structure became the property of the City of Lockhart. Leases for this property have now been converted to a hangar structure lease, previously a ground lease. The airport was receiving \$1,989.06 for the hangar annually. These funds are used to fund projects at the airport and contribute to the maintenance costs of the airport. Under the new extension of the lease, the tenant will pay \$3.00 per square for the hangar, which is \$7,440.00 annually. A payment of \$620.00 will be due at the first of each month. The new square foot rate is similar to the other hangar rates located at the Lockhart Airport and comparable to hangars found at other municipal airports. Mr. Cline has been involved at the Lockhart Municipal Airport for many years. The hangar known as the "Plane Talk" Hangar has accomplished building many project planes, including a new ultra-light plane project that is currently under construction. There was discussion.

Councilmember Michelson made a motion to approve the hangar lease extension renewal with Phillip Cline and new rates for the hangar structure located at the Lockhart Municipal Airport, as presented. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

ITEM 6. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- Update regarding final preparations for the new Fire Department ladder truck.
- Recap of the 2024 National Night Out events.
- Public hearing and possible action regarding the Lockhart Looking Forward Comprehensive Plan on October 15, 2024.
- Coffee with a Cop Event to be held October 22, 2024 from 8:30 am – 10 am at the Randolph Brooks Federal Credit Union in Lockhart.
- Update regarding recent vandalism at City Park facilities.

ITEM 7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

Councilmember Mendoza thanked all that participated in National Night Out events.

Councilmember Lairsen thanked all that participated in National Night Out events. He invited everyone to First Friday events.

Councilmember Castillo expressed condolences to the Villareal family for their loss. He stated that October is Cancer Awareness month and he encouraged everyone to stay healthy and to get screened for cancer. He thanked all involved with the National Night Out events.

Councilmember Michelson thanked all involved in National Night Out events.

Mayor White also thanked all involved in National Night Out events. He expressed condolences to the Craven family for their loss. He stated that Council will be attending the Texas Municipal League conference next week.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT; AND SECTION 551.071 PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFER, OR LEGAL MATTERS SUBJECT TO ATTORNEY CLIENT PRIVILEGE. DISCUSSION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT VERANDA SKY.

Mayor White announced that the Council would enter Executive Session at 8:42 p.m.

ITEM 9. OPEN SESSION. DISCUSSION AND/OR ACTION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT VERANDA SKY.

Mayor White announced that the Council will enter Open Session at 9:20 p.m.

There was no action.

ITEM 10. ADJOURNMENT

Councilmember Mendoza made a motion to adjourn the meeting. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 9:21 p.m.

PASSED and APPROVED this the 19th day of August, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart regarding School Resource Officers (SROs) for the 2025–2026 school year and the continued cost-sharing agreement for assigned personnel, equipment, and training.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Interlocal Cooperation Agreement (ILA) between the Lockhart Independent School District (LISD) and the City of Lockhart for the 2025–2026 school year outlines the continuation of the School Resource Officer (SRO) program. This agreement is made pursuant to Chapter 791 of the Texas Government Code and reflects a mutual commitment to maintaining safe educational environments, supporting academic opportunities, and enhancing public safety through the placement of law enforcement officers within LISD campuses.

Under this agreement, the Lockhart Police Department (LPD) will assign officers to LISD campuses to provide law enforcement services, serve as positive role models, and foster relationships with students and staff. SROs will maintain their law enforcement authority under LPD while collaborating with school administration on safety strategies, crime prevention, and emergency response.

The agreement outlines LISD's reimbursement to the City for a portion of officer salary and benefits based on instructional days, plus additional costs for two fully equipped patrol vehicles, uniforms, equipment, and training expenses. It also continues the \$1,000 monthly SRO special assignment stipend (August 25, 2025 – May 22, 2026), funded by LISD, in addition to the standard \$200 monthly assignment pay.

The agreement also includes mechanisms for training compliance, overtime authorization, and provisions for termination or renewal.

The 2025–2026 SRO Agreement was approved by the LISD Board in July 2025 and is presented for Council consideration and approval.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name:

FISCAL NOTE (if applicable): Reimbursement from Lockhart ISD will offset personnel, equipment, and stipend costs associated with the SRO program. Reimbursement will be requested at the end of the 2025–2026 school year per the terms of the ILA.

PREVIOUS COUNCIL ACTION: Approval of the 2024–2025 ILA and First Addendum in August 2024.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart for the 2025–2026 school year School Resource Officer program, including reimbursement for personnel, equipment, and special assignment stipends.

LIST OF SUPPORTING DOCUMENTS: LISD Signed LPD_MOU

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between Lockhart Independent School District ("Lockhart ISD"), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as "the City"). Collectively, Lockhart ISD and the City may be referred to as the "Parties."

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

WHEREAS, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

WHEREAS, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department ("LPD") and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for student a

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

Article 3 SERVICES TO BE PROVIDED

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide for the ~~2022-2023~~ school year.

2025-2026

(Sw)

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3. The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4. Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5. The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6. The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7. The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8. **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
 - a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
 - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
 - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code§ 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 **REPORTING DUTIES:** Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCOLE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
TRAINING

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed within 120 days of placement at the District.
- 5.2 All SROs placed with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code § 37.0812(a).
- 5.3 All SROs placed with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code § 38.030(b)(3)(B).

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of two vehicles as detailed in Exhibit A and the cost for uniform and equipment for two officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
 - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 7

RELATIONSHIP BETWEEN THE PARTIES

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
 - a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

Article 8

TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2025, and continue through June 30, 2026, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

- 9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

- 9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.
- 10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 20 of July 2025.

CITY OF LOCKHART, TEXAS

By _____

Lew White, Mayor, City of Lockhart

ATTEST:

By _____

~~Christie Constance, TRMC City~~

Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By Michael Wright

Michael Wright, President, LISD School Board

ATTEST:

By Dr. Barbara Sanchez

Dr. Barbara Sanchez, Secretary, LISD

School Board

2025-2026 SRO Cost Summary

	Officer #1	Officer #2	Total
Salary	\$68,985.28	\$72,863.02	\$141,848.30
Benefits	\$28,701.07	\$29,740.70	\$58,441.77
12 month total cost	\$97,686.35	\$102,603.72	\$200,290.07
Percent LISD: 65.38% (1360/2080)	Actual:	65.38%	\$92,740.42
	Benefits:	65.38%	\$38,209.23
			\$130,949.65
Times percent of time charged to LISD:	100%	100%	
Total LISD Salary/Benefits costs	\$63,867.34	\$67,082.31	\$130,949.65
Vehicle Costs	\$8,115.50	\$8,115.50	\$16,231.00
Uniforms & Equipment (Cost/5 year useful life)	\$2,390.00	\$2,390.00	\$4,780.00
2025-2026 SRO Assignment Pay Stipend	\$9,000.00	\$9,000.00	\$18,000.00
Grand Total	\$83,419.80	\$86,637.14	\$170,056.94

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2025-17 amending un-codified Ordinance 2018-07, Section II (F) regarding the assignment of School Resource Officer within the Lockhart Police Department with all other sections of Ordinance 2018-07 remaining unchanged.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon, Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: LISD has proposed to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Police Chief as School Resource Officers at LISD campuses from August 25, 2025 through May 22, 2026. LISD will cover the expense of this increase as stated in the "Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" for school year 25-26.

Civil Service - Local Government Code Chapter 143, permits an ordinance to establish assignment pay and shift differential pay for fire fighters and police officers that perform specialized assignments such as School Resource Officer. This was done by passing Ordinance 2018-07 which includes a \$200 per month school resource officer assignment pay. The proposed amendment authorizes an additional assignment payment of \$1,000 per month, as proposed by LISD, to be paid to Lockhart Police Officers assigned as SROs.

The additional pay is proposed to be for a term of August 25, 2025 - May 22, 2026. After May 22, 2026, SRO assignment pay would return to the current \$200 per month. This is similar to what was done in 2024.

In accordance with the "Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart," the proposed temporary additional SRO assignment pay would be funded by LISD. Therefore, the additional pay should not have a financial impact on the City.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The proposed interlocal cooperation agreement and the "Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" for the 25-26 school year is scheduled to be considered by the City Council during the August 19, 2025 Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: LISD School Board approved the "Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart" during their July 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2018-07, ORD 2025-17 -school year 25-26 assignment pay

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS REPEALING UN-CODIFIED ORDINANCES 2015-18, 2015-21, AND 2018-03 IN THEIR ENTIRETY AND ADOPTING UN-CODIFIED ORDINANCE 2018-07 CREATING "ASSIGNMENT PAY" FOR CERTAIN ASSIGNMENTS WITHIN THE FIRE AND POLICE DEPARTMENTS AND ESTABLISHING "SHIFT DIFFERENTIAL PAY" FOR MEMBERS OF THE POLICE DEPARTMENT; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, § 143.043 of the Texas Local Government Code permits municipalities to authorize assignment pay for members of the Police Department who perform the duties and responsibilities of the field training officer program; and

WHEREAS, § 143.047 of the Texas Local Government Code permits municipalities to authorize shift differential pay for members of the Police Department who work a shift in which more than 50% of the shift worked is after 6 p.m. and before 6 a.m.; and,

WHEREAS, Ordinance 2015-18 was adopted by the Lockhart City Council on August 18, 2015 establishing assignment pay, and is hereby repealed; and,

WHEREAS, Ordinance 2015-21 was adopted by the Lockhart City Council on September 15, 2015 amending Field Training Officer pay for members of the police department, and is hereby repealed; and

WHEREAS, Ordinance 2018-03 was adopted by the Lockhart City Council on March 20, 2018 establishing Bailiff Warrant Officer assignment pay for members of the police department, and is hereby repealed.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. The assignment pay for certain assignments within Fire and Police Departments are defined as follows:

A) The assignment of "Fire Prevention Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and conducting fire and life safety education programs suitable to needs of the community, performing fire inspections as may be necessary in the absence of the City Fire Marshal, compiling monthly reports of all fire and life safety education activities conducted by the fire department, working in conjunction with the Fire Chief to promote fire and life safety as the primary objective of the fire department, and conducting in-service training related to fire and life safety education for all fire suppression personnel. When a member is designated by the Fire Chief or his designee to serve as "Fire Prevention Officer" for the Fire Department, that member is entitled to receive Six Hundred Dollars (\$600.00) per year as Assignment Pay.

B) The assignment of "Chief Training Officer" is a specialized function within the Lockhart Fire Department and that assignment involves developing, planning and coordinating training for all Career and Reserve firefighters in such a manner so as to meet the minimum requirements established by the Texas Commission on Fire Protection (TCFP) and/or the Texas Department of State Health Services (TDSHS), as may be applicable to the certification level held by each individual within the fire department, maintaining all training and incident records of the fire department, coordinating specialized training classes as may be deemed appropriate to meet the minimum criteria established by the Insurance Services Office (ISO) grading schedule, maintenance and replacement of equipment assigned to the Training Division of the fire department, and coordinating all training conducted at remote sites (i.e. accredited training facilities) which may be used from time to time by the fire department. When a member is designated by the Fire Chief or his designee to serve as "Training Officer" for the Fire Department, that member is entitled to receive Eighteen Hundred Dollars (\$1,800.00) per year as Assignment Pay.

C) The assignment of "Criminal Investigator-Detective" is a specialized function within the Lockhart Police Department and that assignment involves investigating higher grade misdemeanors and felonies for prosecution in County and District Court. When a member is designated by the Police Chief or his designee to serve as "Criminal Investigator—Detective" for the Department, that member is entitled to receive Two Hundred Dollars (\$ 200.00) per month as assignment pay.

D) The assignment of "Field Training Officer" is a specialized assignment within the Lockhart Police Department. The assignment of "Field Training Officer" involves training and evaluating police recruits on the policies, practices, and procedures of the Lockhart Police Department. The Police Chief or his designee assigns capable Police personnel to this position of responsibility in accordance with his or her demonstrated knowledge and familiarity with the Field Training Officers Program. Because the assignment of "Field Training Officer" requires additional and specialized duties, when a member holds the appropriate certifications AND is designated in writing by the Police Chief or his designee to serve as a "Field Training Officer," that member is entitled to receive an additional \$.30 (thirty cents) per hour as "FTO Assignment Pay."

E) The assignment of "Bailiff Warrant Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves security needs of the Lockhart Municipal Court; locating, arresting wanted fugitives of the Court; and collecting fines owed to the Court. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "Bailiff Warrant Officer" for the Department, and works in that assignment for at least one-half of a month, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

F) The assignment of "School Resource Officer" is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as "School Resource Officer" for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

III. "Shift Differential Pay" should be paid to members of the Lockhart Police Department in the following manner:

Night Shift (shift starts after 6 p.m.) \$.60/hour (60 cents per hour)

IV. The terms of this ordinance and/or any payment of "assignment pay" do not apply to a member who is performing any of these duties on a "step-up" "acting" or any other temporary basis.

V. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

VI. Repealer: All other ordinances, section, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

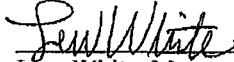
VII. Publication: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VIII. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

IX. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 3rd DAY OF APRIL, 2018.

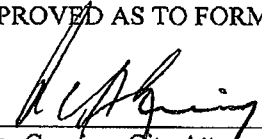
CITY OF LOCKHART

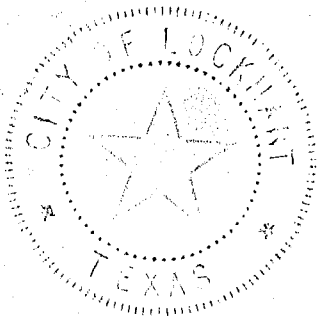

Lew White, Mayor

ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Peter Gruning, City Attorney



ORDINANCE 2025-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II(F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAING UNCHANGED; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted Chapter 143 of the Texas Local Government Code for its police and fire departments; and,

WHEREAS, there are specialized assignments within the Fire and Police Departments that certain fire fighters and certain police officers perform that are not performed by every fire fighter or every police officer; and,

WHEREAS, § 143.042 of the Texas Local Government Code states that the governing body of a municipality may authorize assignment pay for fire fighters or police officers who perform specialized functions in the Fire or Police Department; and,

WHEREAS, § 143.042 (c) of the Texas Local Government Code requires that the governing body must set forth in an ordinance the amount of assignment pay and the conditions under which it is to be payable to members of the Fire and Police Departments; and,

WHEREAS, the Lockhart City Council, in consideration of a request from Lockhart Independent School District to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Lockhart Police Chief to serve as a School Resource Officer within the Lockhart Independent School District per the “Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart,” for school year 2025-2026 has determined that assignment pay for the assignment of School Resource Officer within the Lockhart Police Department should be temporarily changed in the interest of a public safety purpose.

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

I. The matters and facts set forth in the preamble are hereby found to be true.

II. That Section II (F) of un-codified Ordinance 2018-07 is hereby amended as follows:

F) The assignment of “School Resource Officer” is a specialized assignment within the Lockhart Police Department and that assignment involves placement of a law enforcement officer in the Lockhart ISD campuses to build a working relationship with schools, students, and parents; to address onsite security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the Lockhart Police Department. When a member of the Lockhart Police Department is designated by the Police Chief or his designee in writing to serve as “School Resource Officer” for the Department, that member is entitled to receive Two Hundred Dollars (\$200) per month as assignment pay.

a. After approval of the “Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart,” for school year 2025-2026 the assignment for School Resource Officer shall also include a \$1,000 per month assignment pay from August 25, 2025, through May 22, 2026. This additional assignment pay shall cease at the end of the school year, on May 22, 2026. In order to receive the SRO assignment pay, the officer must actively work on-duty, performing the duties as the designated SRO for at least a majority of the 80 hour work period.

III. The terms of this ordinance and/or any payment of “assignment pay” do not apply to a member who is performing any of these duties on a “step-up” “acting” or any other temporary basis.

IV. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.

V. Repealer: All other ordinances, section, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

VI. Publication: The City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

VII. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VIII. Effective Date: This ordinance shall become effective and be in full force upon passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 19th DAY OF AUGUST, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2025-18 regarding the establishment of a Residential Parking Permit Program.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This ordinance establishes a Residential Parking Permit Program in the City of Lockhart. The program is designed to address parking concerns in residential areas by allowing property owners to petition for the creation of designated permit areas, where on-street parking is restricted to vehicles displaying valid city-issued permits.

Key provisions include:

- Property owners may request designation of a permit area through a petition supported by at least 60% of affected properties.
- Permits are valid for one calendar year and are limited to four per residence. Initial permits are free; replacement costs apply.
- Temporary construction permits for contractors are available at no cost for up to 45 days.
- Certain commercial or service vehicles with identifying signage are exempt while performing services.
- Enforcement will be carried out by the Lockhart Police Department.
- The ordinance includes procedures for establishing, modifying, or removing designated permit areas.

The Residential Parking Permit Program is proposed in response to ongoing complaints from residents living near the high school. Many students park in the adjacent neighborhood to avoid using the designated student parking lot, resulting in limited on-street parking for residents during school hours. Currently, if vehicles are legally parked, the police department has limited authority to address the issue.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): Minimal administrative and enforcement costs.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the ordinance to promote orderly parking and protect neighborhood access for residents.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-18 Residential Parking Permit Program

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING ARTICLE V OF CHAPTER 56 OF THE CODE OF ORDINANCES TO ADD SECTION 56.313, “RESIDENTIAL PARKING PROGRAM,” PROVIDING FOR DEFINITIONS, PETITION PROCEDURES, PERMIT REGULATIONS, ENFORCEMENT, PENALTIES, AND AN APPEALS PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart, Texas (“City Council”) finds that regulation of residential parking is necessary to protect the health, safety, and welfare of residents; and

WHEREAS, the City Council desires to revise and clarify the procedures and standards for establishing designated permit areas, issuing and revoking permits, and enforcing parking restrictions; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to adopt the following ordinance;

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

SECTION 1.

Section 56.313 of the Code of Ordinances, City of Lockhart, Texas, is hereby amended to read as follows:

Sec. 56.313. Residential Parking Program

(a) Definitions

As used in this section, the following terms shall have the meanings ascribed in this subsection, unless the context of their usage clearly indicates another meaning:

- **Block** means both sides of a street between two intersecting streets.
- **Designated permit area** means a contiguous area of a single-family residential or commercial use containing not less than ten commercial or single-family residential lots, upon which the city council imposes a requirement for a parking permit under this section. Where there are less than ten commercial or single-family residential lots on the entire length of the street, the entire length of the street may be considered for a designated permit area.
- **Resident** means a person whose place of residence or property is located in the city as to render him or her eligible for procurement of a parking permit under this section. For multi-unit complexes larger than four-plexes, the city shall determine the number of eligible units per property for permit allocation to ensure equitable distribution among occupants.
- **Resident parking program coordinator** means a person designated by the city to oversee the residential parking permit program.
- **Resident permit** means a permit issued by the city pursuant to this section to a resident or property owner within a designated permit area for display on a vehicle owned or used by such resident or property owner which is parked or left standing within the designated permit area.
- **Residential parking program guidelines** means operating policies and procedures established by the city. Such guidelines shall be adopted by city council resolution and made publicly available through the city’s website and upon request.

- **Temporary construction permit** means a permit issued under this section for authorized construction activities lasting no more than 45 days. Extensions may be granted upon written request to the city and demonstration of ongoing construction activity, for a maximum cumulative duration of 90 days.

(b) Designated permit areas

No person shall park and leave standing any vehicle on a public roadway, whether attended or unattended, between the times listed and locations designated below without first having obtained a valid parking permit for the designated permit area from the city. Said designated permit area shall be designated as a tow-away zone. Appropriate signage shall be posted in accordance with Texas Transportation Code § 684.052 before enforcement or towing actions occur.

(1) Reserved.

(c) Request for designated permit area

The request for the designated permit area must originate from a property owner whose property abuts the requested designated permit area with the assistance of city staff. The requester must:

1. Be considered the requester of record and act as primary contact for the request.
2. Be responsible for submission of a signed petition by 60 percent of all eligible properties within the designated permit area, including single-family houses, duplex and four-plex or smaller rental properties. For mixed-use properties, vacant lots, or large multi-family buildings, the petition percentage shall be calculated based on occupied eligible residential units only.
3. Provide a description or a map showing the proposed blocks of the designated permit area.
4. Include the address of each residential lot within the proposed designated permit area.
5. List why the location needs to be designated as a residential parking permit area.
6. Identify any non-residential properties located within the proposed designated permit area, such as churches, schools, public facilities, or commercial establishments.
7. Provide a statement of the proposed parking restrictions desired by the applicants, including days of the week, times of the day, and the length of time for the parking restriction.
8. Submit a signed petition with the following statement affixed:

"We the undersigned are residents and/or property owners of the proposed designated permit area described in this application. We understand that: (i) if this area is designated, certain restrictions will be placed upon on-street parking within the area; (ii) residents and/or property owners of the area will be entitled to obtain a limited number of parking permits exempting their vehicles from such parking restrictions, but if a resident and/or property owner owns a vehicle without having a permit displayed, that vehicle will be subject to the parking restrictions; (iii) parking permits will be issued for a term of one calendar year and require replacement each year; (iv) the set of annual parking permits will be provided by the city to the residents and/or property owners at no cost; (v) there will be a fee for replacement parking permits. This restriction will be valid for a minimum of one year."

(d) Review

The public works director will review all applications submitted for a proposed designated parking permit area in accordance with applicable city ordinances.

1. Temporary restrictions authorized by applicable city ordinances are permitted under existing applicable standards.

2. Where no residential units exist on one side of a street, the area with residential units may be considered for designation as a designated permit area. Requests for single-side designated permit areas will be considered based on traffic conditions and flow analysis.

(e) Public hearing

The city council shall conduct a public hearing on the application. Following the conclusion of the public hearing, the council may approve, reject, or modify the proposed designated permit area. The council will approve the designated permit area by adopting an ordinance which shall describe each street, or portion of each street, within the area and the specific restrictions applicable to the area.

(f) Request for designated permit area removal

Once a designated permit area is established, a removal request may only be submitted no sooner than the first anniversary of the date the ordinance establishing the area was adopted. The request for the removal of the designated permit area must originate from a property owner whose residential property abuts the requested street segment. The requester must:

1. Be considered the requester of record and act as primary contact for the request.
2. Be responsible for submission of a signed petition form, provided by the city, by at least 60 percent of all eligible residential properties within the designated permit area, calculated using the same method required for establishment petitions.

(g) Commercial or service vehicle exemption

The display of a permanent sign or marking which identifies a non-resident commercial or service vehicle actively engaged in commercial or service-related activities shall be deemed a parking permit and such vehicle shall be exempt from any parking restriction as established by this section for any designated permit area. This exemption shall apply only while actively engaged in service and not exceed four consecutive hours without renewal from the city.

(h) Application for permit

Any individual wishing to receive a parking permit will be required to complete an application. This application will verify each individual lives in a designated parking area or is otherwise eligible for a parking permit under the requirements of this section.

(i) Permits

Resident permits are valid for one calendar year. Up to four resident permits each year will be provided at no charge to the resident. Temporary construction permits are valid for the time periods designated for each such permit under this section.

1. **Replacement Costs:**
 - a. Resident permit – \$25.00
 - b. Temporary construction permit – no cost
2. The total number of resident permits for each residence is limited to four permits per year.
3. Temporary construction permits lasting no more than 45 days can be requested for vehicles of workers, subject to extension limits described in subsection (a).
4. Resident permits must be hanging from the rear-view mirror of a motor vehicle or clearly displayed on top of the driver-side dashboard to be valid. For motorcycles, golf carts, or other non-standard vehicles without a mirror or dashboard, permits must be affixed in a city-approved visible location. Any altered or obstructed resident permit will invalidate the permit and be considered a parking violation regardless of proper assignment.

(j) Existing parking restrictions

Nothing in this section shall change or alter existing no parking or tow-away zones designated under applicable ordinances for purposes of traffic management and control.

(k) Effect of permit

Any permit issued under this section shall not guarantee or reserve to the holder a parking space. A parking permit is non-transferable. A parking permit shall not authorize the holder to cause to stand or park a vehicle at such places where parking is prohibited or during such times as when the stopping, standing, or parking of vehicles is set aside for specified types of vehicles, nor exempt the holder from observance of any traffic regulation other than the specified parking restrictions. A parking permit confers a privilege only, subject to revocation consistent with residential parking program guidelines at any time.

(l) Enforcement authority

Officers and employees of the police department as designated by the city manager or his designee are authorized to enforce this section.

(m) Misdemeanor offense

Any alteration, unauthorized copy, forgery, or misrepresentation of any application, form, petition, sticker, or permit constitutes a misdemeanor offense and is subject to the penalty provided in section 1-8 of the Lockhart City Code upon conviction.

(n) Parking without valid permit prohibited

No person shall park and leave standing any vehicle, whether attended or unattended, in a designated parking area outside of the posted permitted parking times for the designated permit area without a valid parking permit for the designated permit area from the city. Revoked or expired permits are not considered valid. Any person who violates any provision of this section shall be guilty of a misdemeanor and, upon conviction, shall be fined not more than \$500.00. The City of Lockhart Police Department is hereby authorized to issue tickets for violation of this section.

(o) Visitor permits

The city may issue short-term visitor parking permits to residents in designated permit areas to accommodate temporary guests. Such permits shall be valid for up to 72 hours, subject to reasonable annual limits per residence, as determined by the city council. Visitor permits shall be displayed in accordance with subsection (i)(4).

(p) Appeals process

Any person whose permit application is denied or revoked, or whose property is affected by a designated permit area or removal decision, may file an appeal with the city manager within 15 business days of the decision. The city manager or designee shall conduct a review and issue a written determination within 30 days. The determination shall be final unless appealed to city council.

SECTION 2. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions, sections, or applications of the ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 3. REPEALER

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect immediately upon its passage and publication as provided by law.

PASSED AND APPROVED on this ____ day of _____, 2025.

CITY OF LOCKHART, TEXAS

LEW WHITE, Mayor

ATTEST:

JULIE BOWERMON, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding a solid waste consulting service agreement with Burns & McDonnell and authorizing the City Manager to execute the agreement.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

The City of Lockhart began contracting solid waste collection services on April 3, 1988, with Central Texas Refuse (CTR), now Republic Services. Since 1991, the contract with CTR was amended or extended prior to the contract's expiration. Solid waste franchises may be awarded granting exclusive rights to collect solid waste within the city limits without requiring competitive bids. However, a city cannot : 1) restrict the right of a business to contract with a licensed waste hauler for domestic septage, grease trap waste; and 2) restrict the ability of a private entity that contracts to provide temporary solid waste services to a construction project. On November 17, 2020, City Council authorized staff to negotiate with CTR to enhance the contract. The current contract for solid waste began on June 1, 2021, and was for a term of five years and offers the option to extend the term for an additional five years. Upon agreeing to the conditions of the 2021 contract, City Council expressed a desire to seek competitive bids prior to the expiration of the initial term on the current contract.

To assist staff with the selection of a solid waste provider, an RFQ was released to procure a firm with expertise in solid waste management. Sealed qualification packages were due by July 21, 2025, and four RFQ packages were received from consulting firms. The evaluation committee met/reviewed each proposal and recommend Burns & McDonnell as the most qualified firm for the project.

The Scope of Workfor the project includes:

- Project Administration: Consultant will provide project initiation and management throughout the life of the Consulting Services Agreement.
- Data Collection: Gather data relevant to the procurement of the solid waste service contract, review objectives of the solid waste contract with City staff, and project management.
- RFQ Development: Hold strategic workshops that cover resources necessary for the development of the RFQ for solid waste services selection and meet with city council and staff to confirm the community needs. Example of topics include:
 - o Residential base services
 - o Recycling services
 - o Commercial services

City of Lockhart, Texas

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- o Optional services (City-wide Cleanups, Household Hazardous Waste Drop-offs, Brush Collection)
 - o Cart specifications (Ownership and maintenance)
 - o Terms of the contract
 - o Franchising
 - o Transition plan, if necessary
 - o Performance standards
 - o Billing services
-
- Draft and Final RFQ for the procurement of Solid Waste and Recycling Services.
 - Solicitation Support: Assist with the solicitation of RFQ for Solid Waste Services, proposal evaluations, and facilitate interviews with contractors.
 - Agreement review support: Evaluate draft proposals and supporting documentation in accordance with regulatory requirements, City objectives, and the Collection Services Agreement.
 - Negotiations Assistance: Support the City in negotiations with the selected solid waste provider.
 - Provide updates to City Council at important milestones during the procurement process.

The current customers served with solid waste services are 5,528 Residential Accounts, 565 Non-Residential Accounts (commercial/industrial), and 1,278 Residential Curbside Recycling Accounts. The consulting firm will aid the City with a goal of procuring a solid waste provider with the desired services, at the best value by June 1, 2026, the effective date of the current contract.

PROJECT SCHEDULE (if applicable):

Data Collection - August to September 2025

Develop RFQ for Solid Waste Provider - September to November 2025

Issue RFQ- November to December 2025

Evaluate proposals - December 2025 to January 2026

Contract award/Contract negotiations January to February 2026

Three/Four Month Transition/Implementation- February to June 1, 2026

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$87,000 Split over two Fiscal Years

Account Number: 560-5770-903-00

Funds Available: \$90,000

Account Name: Contracts & Services

FISCAL NOTE (if applicable):

City of Lockhart, Texas

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FY 25/26 and FY 26/27 Split

Account # 560-5770-903-00

Total= \$87,000 for Base and Optional Services

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: The RFQ review committee respectfully recommends approval of the proposal by Burns & McDonnell.

LIST OF SUPPORTING DOCUMENTS: Burns & McDonnell Professional Service Agreement, Burns & McDonnell RFQ

Project:	Date of Letter, Proposal, or Agreement:
Client:	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement. BMcD shall have the right, in its sole discretion, to suspend services if any invoiced amount due and owing is not paid within 30 days of the statement date.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD

from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY—LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

A. Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.), Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

Client and BMcD acknowledge and understand that Client shall retain
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ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of BMcD; and that this Agreement, or any documents associated with this Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to BMcD. Under no circumstances shall BMcD assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances. Client further acknowledges and agrees that the evaluation, management, and other decisions, conclusions, recommendations, or other actions involving Hazardous Substances that may be undertaken as part of BMcD's services, entail uncertainty and risk of injury or damage to property, including that to third-parties, which cannot be always avoided even with compliance of generally accepted Standard Industry Practice.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of

01/23/2025

hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Texas, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State District Court, Harris County, Texas, or the United States District Court, Southern District of Texas.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

21. REPORTING

A. BMcD will provide Client with a written report ("Report") if required as part of the scope of services. The Report will present such findings and conclusions respecting the Site as BMcD may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BMcD's observations made in the performance of the scope of services agreed upon in writing.

B. In preparing the Report, BMcD may review and interpret certain information provided by subconsultants and others, including government authorities, title companies, testing laboratories and other entities. BMcD will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

C. BMcD's Report is intended for the exclusive use of Client. There may be no further distribution of the Report, in whole or in part, or summaries or abstracts thereof, without the written consent of an officer of the BMcD. Any reuse, transmittal, or use of without written verification, approval, or adaptation by BMcD for the specific purpose intended is prohibited and will be at Client's sole risk and without liability or legal exposure to BMcD or to BMcD's subcontractors, and Client shall waive, release, and otherwise defend, indemnify, and hold harmless BMcD and BMcD's subcontractors from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, to the fullest extent permissible by law. Any such verification or adaptation will entitle BMcD to further compensation at rates to be agreed upon by Client and BMcD.

22. SITE INFORMATION

In addition to providing the information relating to the site listed in the Proposal, Client shall provide the following:

A. The location of utilities, underground tanks, and other structures and the routing thereof at the site;

B. A description of activities conducted at the site at any time by the Client or by any other person or entity; and

C. Identification, by name, quantity, location, and date, of any storage, release or handling of any substance Client either knows or suspects is

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hazardous.

23. CONTROL OF SITE

By providing services under this Agreement, BMcD does not assume control of or responsibility for the site or become the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agency respecting conditions at the site that may present a potential danger to public health, safety or the environment. Further, nothing contained within this Agreement or the services to be rendered thereunder shall be construed or interpreted as requiring BMcD to assume the status of a generator, storer, transporter, treater, operator or disposal facility as those terms may appear within federal, state or local laws, statutes, ordinances, or regulations concerning the generation, transportation, treatment, storage and disposal of waste. Client assumes full responsibility for compliance with all federal, state or local laws, statutes, ordinances and regulations governing the handling, treatment, storage and disposal of such waste.

24. SITE ACCESS

Client shall obtain for BMcD access to the site and all buildings thereon at reasonable times throughout performance of this Agreement. BMcD will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur. Client agrees to assume responsibility for such unavoidable damage or alteration.

25. CERTIFICATION

Certification by BMcD of test results or reports constitute a statement of the professional judgment of BMcD based on the facts and data known to BMcD. Certification or other "assurances" are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Client or others will be entitled to any innocent landowner or purchaser defenses which may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

26. LABOR SOURCES

BMcD may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc., Burns & McDonnell Europe (UK) Limited, and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill BMcD's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between BMcD and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall not be considered a subcontractor and shall be billed according to the applicable rate sheet for the scope of work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of BMcD and able to act on behalf of BMcD within the scope of the authority granted to such personnel according to job function and billing classification. BMcD remains fully responsible for the work and services performed by all Labor Sources.

- END -

01/23/2025



CITY OF Lockhart TEXAS



Request for Qualifications for the Lockhart Public Works Department- Solid Waste and Recycling Procurement Consulting Services

SUBMITTED TO

Lockhart, Texas

July 29, 2025



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July 21, 2025



Sean Kelley
Public Works Director
City of Lockhart
308 W. San Antonio St
Lockhart, TX 78644

RE: Burns & McDonnell Response to Solid Waste and Recycling Procurement Consulting Services RFQ #2025-03

Dear Mr. Kelley and Members of the Selection Committee,

The City of Lockhart (City) is seeking a partner to provide Solid Waste and Recycling Procurement Consulting Services that possesses procurement, financial, operational and planning solid waste experience with a history of advising cities on their procurement and contracting issues. Having extensive experience in all these areas, Burns & McDonnell is the partner. When other communities in the U.S. have faced procurement, strategic planning and financial challenges with their solid waste and recycling systems, many have turned to us for sound, independent advice. Highlights of our submittal include:

- **Prior City of Lockhart Experience Accelerates Understanding of Key Issues:** Led by our proposed project manager, Scott Pasternak, Burns & McDonnell brings direct experience collaborating with the City on prior solid waste and recycling contracting projects and is knowledgeable of key issues that will need to be addressed when approaching the upcoming procurement for the City.
- **Regional Procurement, Strategy, and Financial Experience Provides Key Insight:** Our team has a first-hand understanding of key solid waste and recycling procurement and contracting issues facing communities in Central Texas and nationally. In addition to Lockhart, we have advised the cities of Austin, Bastrop, Cedar Park and Georgetown on solid waste and recycling procurement and contracting projects. We're prepared to leverage these experiences for Lockhart's benefit.
- **Seasoned Project Team Focused on Your Schedule:** Our team is led by consultants who have focused their careers on providing procurement, operational, regulatory, and business consulting to our recycling and solid waste clients. We bring decades of consulting and direct local government solid waste and recycling program management experience, often successfully addressing deadlines for collection contracts.
- **Trusted Advisor for Procurement Best Practices:** Burns & McDonnell is the trusted partner for municipalities seeking best management practices in solid waste procurement. Initiatives for the North Central Texas Council of Governments and the Recycling Partnership reflect our unwavering commitment to delivering strategic solutions that empower our clients and create lasting value. Having developed these best practices, we will efficiently advise the City with the information needed to make well-informed decisions that will serve the long-term needs of the City, its residents and its businesses.

We welcome the opportunity to continue our relationship with the City of Lockhart. If you have any questions, please contact Scott Pasternak at 512-872-7141 or spasternak@burnsmcd.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob D Merriman".

Jacob Merriman
Regional Environmental Services Manager

A handwritten signature in black ink, appearing to read "Scott Pasternak".

Scott Pasternak
Project Manager

Technical Approach

Consultant’s Understanding

Burns & McDonnell understands that the City of Lockhart (City) currently provides waste management services through a contract with Republic Services (Republic) that expires on June 1, 2026. In advance of that date, the City intends to issue a Request for Proposals (RFP) to procure solid waste and recycling collection services, disposal, and recycling processing services. Since Burns & McDonnell previously advised the City on its solid waste contract, we understand the importance of guiding the City through a transparent procurement process. Our proposed technical approach is consistent with the guidance that we have provided to other cities facing similar challenges.

Technical Approach

We have developed this proposed technical approach to provide the City with counsel and analysis throughout the procurement process. The following figure communicates the tasks described in the scope of work.



Scope of Work

Task 1 | Project Administration, Initiation & Management

Task 1A: Initial Data Request & Review

After receiving Notice to Proceed, Burns & McDonnell will provide the City with a request for data that is necessary to prepare the procurement documents, including but not limited to the following:

- Existing contract
- Standard City procurement template and contract
- Billing data
- Population estimates and projections, including any planned annexations
- Ordinances and policy statements
- Historical tonnages of solid waste and recyclables generated
- Other information that may be determined to be relevant to the procurement

We recognize that the City may not have all the requested information readily available or may track information differently than requested. If needed, we will work with the City’s project manager to arrive at reasonable substitutes for key data.



Task 1B: Virtual Kick-off Meeting & Project Management

Prior to commencing the project, members of the Project Team will conduct a virtual kick-off meeting with key City staff. At this kick-off meeting, we will discuss:

- Project work plan
- Objectives and key issues to be addressed
- Team member introductions and contact information
- Confirmation of participants in the Task 2 workshop
- Project schedule
- Initial data request (as previously described). Data requests will be provided to the City 7 to 14 days prior to the kick-off meeting

Burns & McDonnell will provide the kick-off meeting agenda and any handout materials at least two days in advance. During the meeting, we will identify primary contacts for our Project Team and the City and establish a protocol for the exchange of information and resolution of issues that arise in the normal course of this engagement. To facilitate effective communication between Project Team members and the City throughout the course of this project, Burns & McDonnell will:

- Schedule and participate in periodic conference calls as needed to discuss project matters
- Provide periodic status updates via electronic format
- Be available for other communications as needed

Project management efforts have been developed based on a six-month project schedule.

Task 1 Deliverable(s)

- Preliminary data request
- Electronic copies of the kick-off meeting agenda, handouts, and follow-up summary
- Participation of Burns & McDonnell Project Manager and key staff in virtual kick-off meeting



The kick-off meeting will provide a forum for establishing clear communication for the project.

Task 2 | Procurement Planning & Strategy Workshop

Based on our procurement experience, we have found that utilizing a workshop to discuss key procurement issues is an effective and timely method for making important decisions. Burns & McDonnell's Project Manager and Procurement Consultant will facilitate an in-person one-day workshop to discuss the procurement. Following this procurement strategy workshop, the Project Team will clearly understand the key issues that will need to be addressed while developing the RFP. The procurement strategy workshop will include discussion and evaluation of the following topics:

- Procurement process (Request for Proposals, Request for Qualifications or Invitation for Bids)
- Minimum qualifications
- Evaluation criteria and weighting
- Cost of procurement process (potential reimbursement by the selected contractor)
- Service sectors (single-family residential, multi-family residential, commercial)
- Base service levels and optional services (need to address recycling, brush collection)
- Acceptable and unacceptable materials
- Collection vehicle fleet specifications
- Cart specifications, purchase, maintenance, and ownership
- Performance standards and assurances
- Initial and renewal terms
- Compliance with HB 5057 notice requirements for exclusive contracts for municipal solid waste management services
- Price structure and adjustments
- Recycling requirements (e.g. opt-in vs universal; whether to include glass)
- Contract audits and access to records
- Permitting or franchise fee (annual contribution from the contractor to the City as a community benefit)
- Performance standards and remedies for non-performance (technology for tracking collection)
- Customer service responsibilities
- Billing services responsibilities
- Public outreach plan and educational requirements
- Disposal and recycling processing (level of access to the landfill or other disposal location)
- Transition plan
- Other issues pertinent to the procurement

Burns & McDonnell will provide a copy of the agenda and any handout materials in advance to allow City staff to consider the topics prior to the workshop. City staff are responsible for coordinating to confirm the participation of the appropriate individuals. Burns & McDonnell will deliver a memorandum summarizing key decisions of the procurement strategy workshop.

Task 2 Deliverables

- Meeting agenda and other handout materials, including a list of issues to be discussed during the procurement strategy workshop
- Participation of Burns & McDonnell Project Manager and Procurement Consultant in the procurement strategy workshop
- Memorandum summarizing key decisions of the procurement strategy workshop

Task 3 | Prepare Procurement Documents

Burns & McDonnell will assist the City with developing the procurement documents, which will include the RFP and draft contract. For all parts of this task, Burns & McDonnell will coordinate with the designated purchasing staff and legal counsel and will rely on the City for any standard language to be included in procurement documents. Note, we understand that the City's RFQ referred to the development of an RFQ for this project.

Task 3A: Develop RFP¹

During procurement document development, Burns & McDonnell will prepare the following items for inclusion in the draft RFP:

- General terms and conditions, including any standard terms and conditions provided by the City
- Background information, including an explanation of why the procurement document is being developed, historical program data, demographic information (including ongoing and proposed new developments), etc.
- Proposal format and content
- Procurement process, including schedule and evaluation criteria
- Scope of work and minimum requirements
- Proposal response forms, including personnel, experience, cost, etc.
- Other sections of the procurement document

Task 3B: Develop Contract

Burns & McDonnell will draft a services contract to be included as an appendix to the RFP. We will develop the contract based on our industry experience and the results of Task 2.

Burns & McDonnell will prepare one draft and one final version of the RFP and contract. Following delivery of the first draft version of the procurement documents, the Burns & McDonnell Project Manager and the Procurement Consultant will participate in a virtual meeting with the City to discuss the documents. The City's project manager will be responsible for consolidating comments on the draft procurement documents from the City's reviewers for incorporation by Burns & McDonnell. We will then issue a final version of the documents. The City will be responsible for issuing the RFP. Developing additional versions of the RFP and contract will be considered as Additional Services.

Task 3 Deliverable(s)

- Participation of Burns & McDonnell Project Manager and Procurement Consultant in one virtual meeting to discuss draft documents
- One draft and one final version of the RFP and contract

¹ We will discuss the merits of an RFP versus RFQ process during the strategy workshop described in Task 2. We have referred to the documents as an RFP simply for clarity.

Task 4 | Pre-Proposal Coordination & Addendum Preparation

The Burns & McDonnell Project Manager or Procurement Consultant will attend the pre-proposal virtually. The City will be responsible for facilitating the pre-proposal meeting. Upon request, Burns & McDonnell may draft addenda to answer questions or revise the RFP and contract documents based on feedback received from the pre-proposal meeting or the comment period. Burns & McDonnell will provide the draft addenda to the City's project manager for approval and distribution to all interested vendors. The budget estimate includes Burns & McDonnell's participation in the pre-proposal meeting plus an additional 16 hours of assistance with addendum preparation.

Task 4 Deliverables and Meetings

- Participation of Burns & McDonnell Project Manager or Procurement Consultant in pre-proposal meeting
- Assistance with addendum preparation

Task 5 | Evaluation of Proposals

Burns & McDonnell will support the City's evaluation committee by completing a technical and financial review of the proposals received. We will serve as an "ad hoc" and non-voting member of the evaluation committee. Burns & McDonnell will evaluate up to three proposals. If the City receives more than three proposals, we will discuss the evaluation approach and whether to use funding from Task 6, Additional Services. The goal of this task is to evaluate proposals based on the evaluation criteria set forth in the RFP. As part of the evaluation of proposals, Burns & McDonnell will:

- Evaluate whether the proposer meets the City's minimum qualifications
- Determine if the proposer has provided all information requested in the RFP, and provide the page number in the proposal where the information is provided
- Evaluate the strengths and weaknesses of each component of the proposals
- Evaluate the proposer's technical capability and approach, including such categories as work plan, equipment, etc.
- Review the proposer's experience providing services of similar size, complexity, and scope
- Evaluate cost proposals using an Excel model to understand total system costs for different pricing options and market conditions, including City and vendor costs
- Identify questions and negotiating points

Burns & McDonnell will participate in one virtual meeting with the City to discuss our findings. This task does not include assessing compliance with purchasing procedures since it is assumed that the city will identify compliant and non-compliant proposals.

Task 5 Deliverables and Meetings

- Excel spreadsheets (saved as PDF files) and a summary of the evaluation of proposals

Task 6 | Facilitation of Proposer Interviews

Following the evaluation of proposals, Burns & McDonnell's Project Manager and Procurement Consultant will assist the City with the facilitation of proposer interviews. As part of this task, we will:

- Assist with identifying proposers to be interviewed
- Develop questions for the proposer interview
- Participate in proposer interviews
- Revise Burns & McDonnell's evaluation of proposals (Task 5) based on the interview
- Compilation of scoring from the evaluation committee in an Excel-based format

We anticipate conducting up to three interviews in a single day, and our proposal is based on one day of interviews.

Task 6 Deliverables

- Interview questions
- Participation of Burns & McDonnell Project Manager and Procurement Consultant at vendor interviews
- Revised memo and spreadsheets (saved as PDF files) that summarize the evaluation of proposals
- Compilation of scoring from the evaluation committee

Task 7 | Facilitation of Contract Negotiations

As requested, Burns & McDonnell can provide contract negotiations to assist the City. We can customize this task to allow for flexibility in the role played by our team. Burns & McDonnell has extensive experience in contract negotiations and can provide both technical and financial input. The role in the contract negotiations will be determined by various factors, including:

- Composition of the negotiation team (i.e., technical, legal and financial)
- Number of contracts awarded (i.e., one or multiple contracts)
- Other factors related to the procurement

As part of contract negotiations, we could conduct activities including, but not limited to, the following:

- On-site meetings with prospective provider(s)
- Conference call(s) with City staff and/or service provider(s)
- Updating financial analysis to reflect negotiated rates
- Review of proposed changes or amendments to contract
- Other tasks as needed

The Project Team recognizes that the amount of time will vary based on the pace and progress of the negotiations. The budget will significantly depend on the type of contract awarded. In the event the city requests contract negotiation services, such services would be billed on a time and expense basis, based on hourly rates.

Task 7 Deliverables

- To be determined

Task 8 | Benchmarking

The Project Team will benchmark the pricing and services levels for residential and commercial solid waste and recycling services for the following cities:

- Bastrop
- Buda
- Kyle
- Luling
- Manor
- San Marcos
- Seguin
- Taylor

While we will contact all of the cities, our goal is to obtain information from at least five. All information will be communicated via PowerPoint slides. Pricing information will be based on the price paid to contractors and on residential and commercial customers. Service levels will be compared via summary matrices.

Task 8 Deliverables

- PowerPoint slides to be presented to the City Council

Task 9 | City Council Workshops and Meetings

As requested, Burns & McDonnell will prepare for and participate in up to two City Council workshops and two City Council meetings during the procurement process. The timing and content of the workshops and meetings will be coordinated between the City and the Project Team.

Task 9 Deliverables

- Development of PowerPoint slides and participation at two City Council workshops and two City Council meetings

Task 10 | Additional Services and Transition and Implementation

Assistance (Optional)

Burns & McDonnell can provide additional services and transition and implementation assistance that are outside of the scope of work, subject to agreement between the City and the Project Team. In the event additional services are requested by the City, such additional services would be billed on a time and expense basis, based on hourly rates included in this proposal. Examples of additional services include, but are not limited to:

- Additional revisions to the RFP and/or contract (beyond those described in Task 3)
- Additional addenda preparation (beyond the description in Task 4)
- Evaluation of additional proposals (beyond those described in Task 5)
- Participation in more than one day of proposer interviews (beyond described in Task 6)
- Participation in contract negotiations with the selected contractor (beyond described in Task 7)
- Participation in City Council meetings

After the City enters into an agreement with the selected contractor, the City may request transition and implementation assistance. Examples of transition and implementation assistance include, but are not limited to:

- Ordinance revision
- Transitional assistance, guidance, and implementation support
- Cart procurement and negotiation
- Grant coordination for carts
- Customer rate development

- Meetings with City staff, contractor and/or City Council

If requested, we can develop a specific scope of work for future requested services.

Task 8 Deliverable(s)

- To be determined

Assumptions

There are a number of assumptions required in any procurement. For this assignment, the Project Team notes that our proposal is based on the understanding:

- The Project Team will coordinate with the City's Purchasing Department and City Attorney's Office and will rely on the City for any standard City language to be included within the RFP.
- The City Attorney's Office will provide all legal advice and will review the procurement documents and prepare and negotiate the contract documents.
- City staff will be responsible for the distribution of the procurement documents, advertising costs to announce the procurement, the coordination of the receipt of the proposals and the review of proposals in accordance with City requirements.
- Our project schedule is dependent on the timely provision of requested data and review of draft documents provided to the City.
- Burns & McDonnell and the City will utilize the same terms and conditions as included in the agreement between the parties dated March 18, 2020.

Fee

The following table provides an outline of the services to be provided and includes the fee, including professional fees and out-of-pocket expenses. We have included Tasks 1 – 5 as base services. The City may elect to utilize Burns & McDonnell for any combination of optional Tasks 6 - 10. Tasks 1 – 6 and 8 – 9 will be invoiced on a percent complete basis.

Task	Fee		Comments/Basis
	Base	Optional	
1. Project Initiation and Management	\$3,400		Introductory meeting and data review
2. Procurement Planning and Strategy Workshop	\$8,500		In-person workshop focused on developing content and strategy
3. Prepare Procurement Documents	\$23,100		Develop draft and final RFP and contract documents incorporating key decisions from Task 2 and comments from the City's review
4. Pre-Proposal Coordination and Addendum Preparation	\$5,600		Includes attendance at an in-person meeting and up to 16 hours to address questions
5. Evaluation of Proposals	\$12,000		Based on a technical and financial review of up to three proposals/services and including comparative matrices and one virtual meeting
6. Facilitation of Proposer Interviews		\$4,700	One day of interviews
7. Contract Negotiations		\$5,000	Fee based on time and materials with a budget allowance of \$5,000
8. Benchmarking		\$6,500	Content to communicate via PowerPoint
9. City Council Workshops and Meetings		\$13,000	Fee based on two workshops and two meetings. Services will be invoiced per meeting
10. Additional Services		\$5,000	Fee based on time and materials with a budget allowance of \$5,000
Sub Total	\$52,600	\$34,200	
Grand Total		\$86,800	

The table on the following page provides hourly rates for services that will be provided on an hourly basis (e.g., Tasks 7 and 10) based on the Burns & McDonnell standard BMR25-6 rate sheet. These proposed billing rates are in effect through December 31, 2025.

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$78.00
Technician *	6	\$99.00
Assistant *	7	\$120.00
	8	\$165.00
	9	\$195.00
Staff *	10	\$222.00
	11	\$243.00
Senior	12	\$275.00
	13	\$297.00
Associate	14	\$306.00
	15	\$308.00
	16	\$310.00
	17	\$313.00

NOTES:

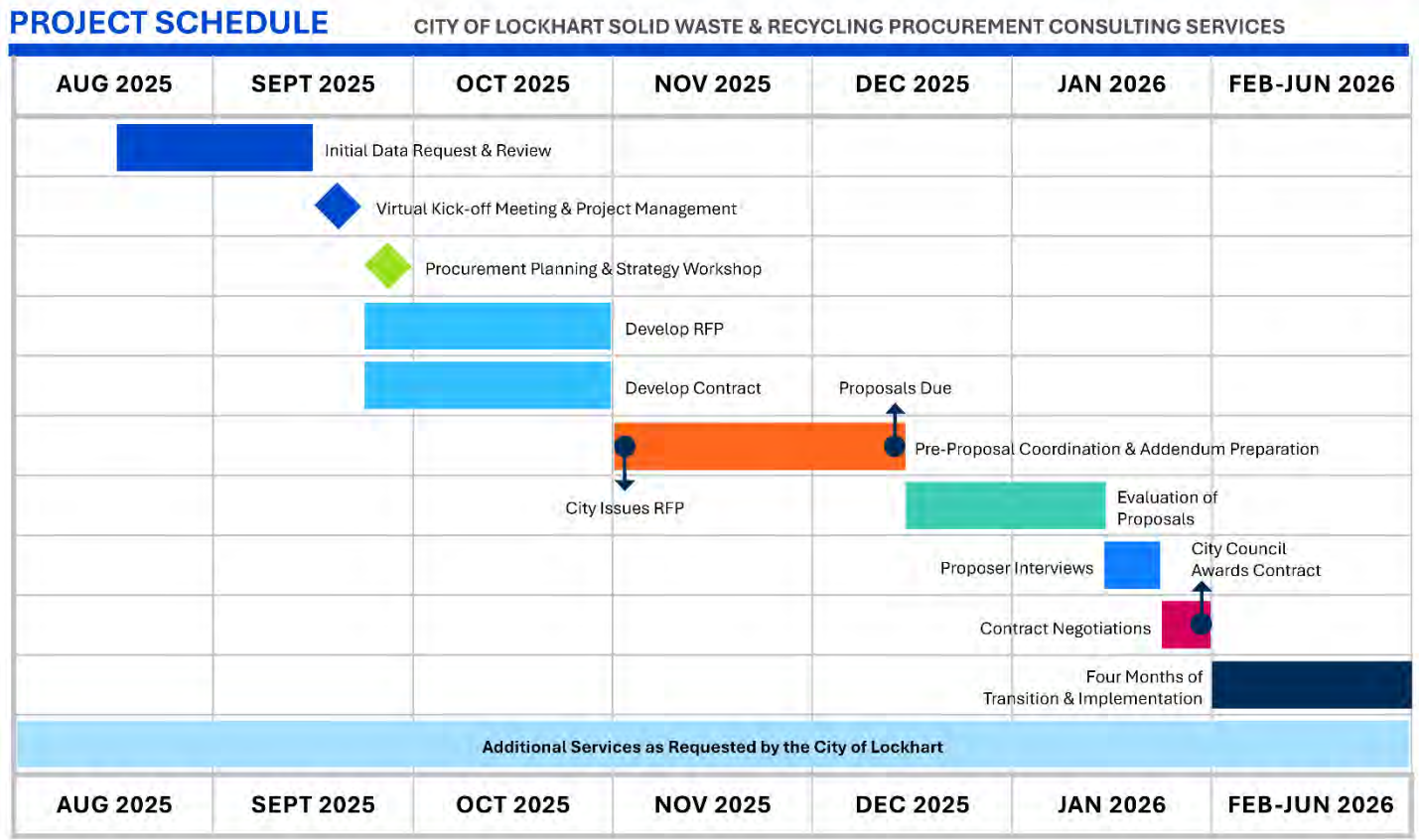
1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter.

Form BMR25-6



Project Schedule

We understand the City’s collection contract expires June 1, 2026. We have estimated a schedule of approximately four to six months for the procurement process, contract negotiations and City Council approval of a new contract. Assuming the City will issue a Notice to Proceed no later than August 19, 2025, the City would be able to award the contract to the selected collection provider by January-February 2026, which would provide approximately four to five months for transition and implementation. Given that there is adequate landfill and recycling processing capacity in the area and the relatively small number of vehicles needed to service the City and Burns & McDonnell’s depth and experience, it is our professional opinion that the schedule can be completed in a timely manner.





6200 Bridge Point Parkway, Building 4, Suite 400
Austin, TX 78730
burnsmcd.com

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion and/or action for consideration of Resolution 2025-26 authorizing the City Manager to execute a Guaranteed Maximum Price (GMP) amendment to the existing contract with D. Wilson Construction Co. for Construction Manager at Risk (CMAR) services for the remodel of Fire Station #1 located at 201 W. Market St.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Joseph Resendez

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: D. Wilson Construction Co. has submitted a Guaranteed Maximum Price (GMP) proposal of \$2,441,745 based on current labor and material costs. If approved, construction is scheduled to begin in October 2025 and conclude in May 2026. The extended timeline reflects longer lead times for procurement of certain materials, particularly custom windows.

Updates

July 2025 – Burcham Environmental completed asbestos and lead paint abatement on the building's interior.

August 2025 – The Lockhart Historical Preservation Commission approved the Certificate of Alteration for roof, windows, and exterior improvements.

Construction documents have been finalized by Studio Steinbomer.

History

March 2025 – Council confirmed the base scope of work, including demolition, life safety systems, electrical, plumbing, drywall, flooring, HVAC, paint, appliances, diesel exhaust system, acoustic ceiling, framing, casework, repointing masonry, shower, overhead doors, replacement windows, signage, and exterior painting. Council also approved inclusion of abatement and replacement of the cement asbestos tile roof, replacement of the bell tower roof, and replacement of the low-sloped roof.

September 2024 – Council approved Resolution 2024-24 awarding a CMAR contract to D. Wilson Construction Co. for the Fire Station No. 1 remodel, and Resolution 2024-23 approving a contract with Studio Steinbomer for architectural and engineering services.

PROJECT SCHEDULE (if applicable): Estimated 9-month construction period beginning October 2025, with substantial completion projected for May 2026.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The primary funding source is General Fund Balance, with potential supplemental funding from the 2025 Certificates of Obligation (COs), subject to City Council approval.

PREVIOUS COUNCIL ACTION: September 17, 2024 – Approved CMAR contract with D. Wilson Construction Co. (Resolution 2024-24) and architectural/engineering services contract with Studio Steinbomer (Resolution 2024-23).

March 18, 2025 – Approved base scope of work and additional roof improvements.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2025-26 authorizing execution of the GMP amendment with D. Wilson Construction Co. in an amount not to exceed \$2,441,745 for the Fire Station No. 1 remodel.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-26 - Fire Station No. 1 GMP, Resolution 2024-24 - Fire Station No. 1 - CMAR Agmt

RESOLUTION NO. 2025-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A GUARENTEED MAXIMUM PRICE (GMP) AMENDMENT TO THE CONTRACT WITH D. WILSON CONSTRUCTION CO. FOR CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES RELATED TO THE FIRE STATION NO. 1 REMODEL PROJECT.

WHEREAS, the City Council of the City of Lockhart, Texas, has determined the need for professional Construction Manager at Risk (CMAR) services related to the remodel of Fire Station No. 1 at 201 W Market Street; and

WHEREAS, the City previously approved a contract with D. Wilson Construction Co. for CMAR services on September 17, 2024; and

WHEREAS, D. Wilson Construction Co., the Construction Manager at Risk, has received and evaluated bids and has submitted a GMP of \$2,441,745 for the Fire Station No. 1 Remodel; and

WHEREAS, the City desires to engage the services of D. Wilson Construction for CMAR services for the Fire Station No. 1 Remodel.

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

Section 1. The City Council of the City of Lockhart, Texas hereby accepts the GMP proposal (Exhibit A) of D. Wilson Construction Co. for CMAR services under a professional Construction Manager at Risk CMAR services contract.

Section 2. The City Manager is authorized to execute an amendment to the contract for CMAR services in an amount not to exceed \$2,441,745 (Exhibit B).

Section 3. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Resolution shall remain in full force and effect.

Section 4. This Resolution shall be effective from and after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the 19th day of August, 2025.

Lew White, Mayor

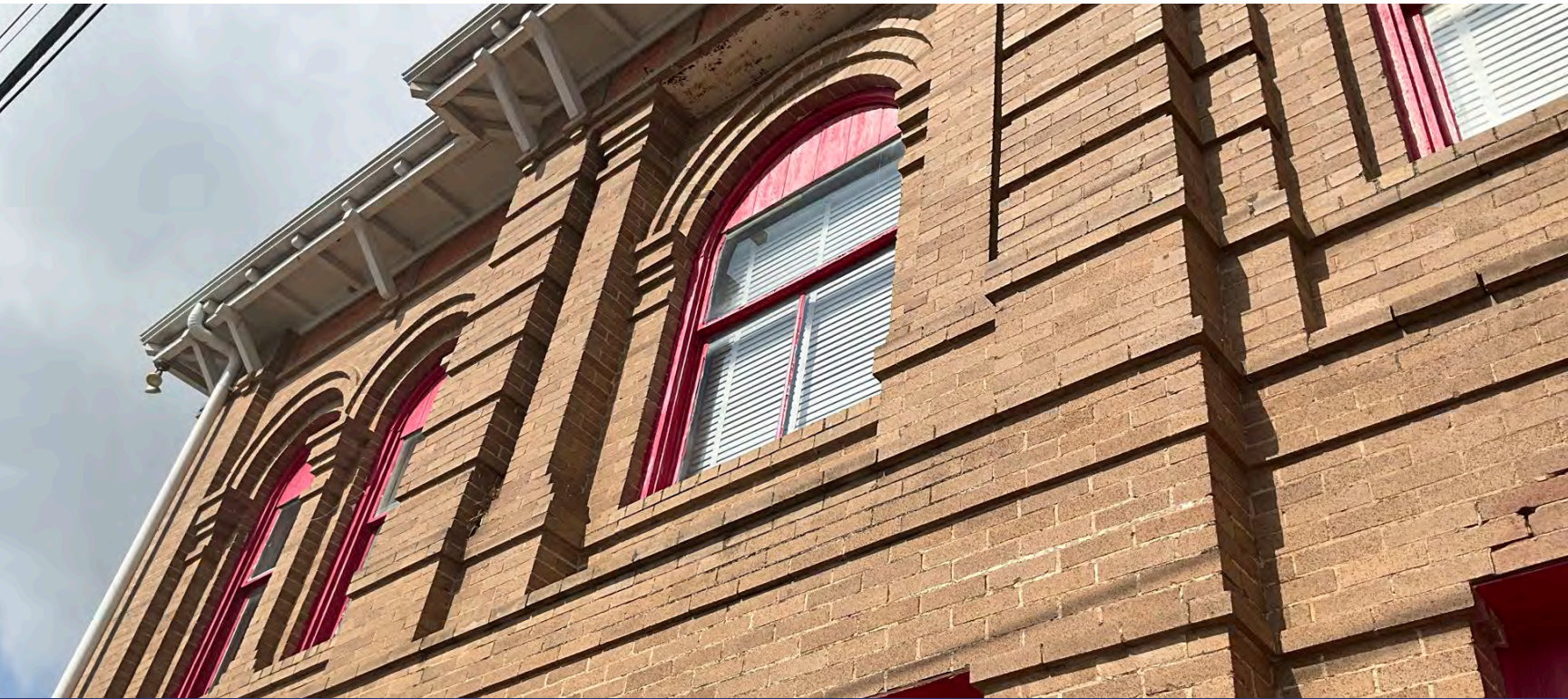
ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

EXHIBIT A
(GMP Proposal)



GMP AMENDMENT PACKAGE

**CONSTRUCTION MANAGER-AT-RISK (CMAR) SERVICES FOR
LOCKHART FIRE STATION NO. 1 REMODEL PROJECT
RFP# 2024-001-CMAR**

City of Lockhart
Attn: Finance Department
308 W. San Antonio Street
Lockhart, TX 78644

August 19, 2025

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Lockhart Fire Station - Preliminary Schedule

 Remaining Level of Effort  Baseline Milestone  Actual Level of Effort  Milestone  Actual Work  summary Remaining Work  Critical Remaining Work		Updates			
		Date	Revision	Checked	Approved



BID PACKAGE SUMMARY - 100% CONSTRUCTION DOCUMENTS

BID PACKAGE SUMMARY - 100% CONSTRUCTION DOCUMENTS				AREA BREAKDOWN									
				BASE BID		ROOFING		EXTERIOR IMPROVEMENTS		FIRE LINE		STRUCTURAL REPAIRS	
CODE	BID PACKAGE DESCRIPTION	GMP Amendment		TOTAL	\$ / SQFT	TOTAL	\$ / SQFT	TOTAL	\$ / SQFT	TOTAL	\$ / SQFT	TOTAL	\$ / SQFT
		100% CD ESTIMATE	\$ / GSFT										
AREA TOTAL(S):				6,375		6,375		6,375		6,375		6,375	
1A	GENERAL REQUIREMENTS	\$ 39,809	\$ 6.24	\$15,809	\$2.48	\$12,000	\$1.88	\$12,000	\$1.88		\$0.00		\$0.00
2A	SITE DEMOLITION	\$ 28,550	\$ 4.48	\$24,100	\$3.78		\$0.00		\$0.00	\$4,450	\$0.70		\$0.00
3A	FOUNDATIONS & PIERS	\$ 54,867	\$ 8.61	\$3,000	\$0.47		\$0.00		\$0.00	\$18,000	\$2.82	\$33,867	\$5.31
4A	MASONRY	\$ 173,025	\$ 27.14		\$0.00		\$0.00	\$173,025	\$27.14		\$0.00		\$0.00
5A	STRUCTURAL STEEL	\$ 3,000	\$ 0.47	\$1,500	\$0.24		\$0.00		\$0.00	\$1,500	\$0.24		\$0.00
5D	BALCONY RAILINGS & SCREENS	\$ 3,451	\$ 0.54	\$3,451	\$0.54		\$0.00		\$0.00		\$0.00		\$0.00
6A	ROUGH CARPENTRY	\$ 40,000	\$ 6.27	\$15,000	\$2.35		\$0.00	\$25,000	\$3.92		\$0.00		\$0.00
6D	MILLWORK	\$ 65,449	\$ 10.27	\$65,449	\$10.27		\$0.00		\$0.00		\$0.00		\$0.00
7A	WATERPROOFING / SEALANTS	\$ 5,000	\$ 0.78	\$5,000	\$0.78		\$0.00		\$0.00		\$0.00		\$0.00
7B	ROOFING	\$ 154,172	\$ 24.18		\$0.00	\$154,172	\$24.18		\$0.00		\$0.00		\$0.00
8A	DOORS / FRAMES / HARDWARE	\$ 20,867	\$ 3.27	\$20,867	\$3.27		\$0.00		\$0.00		\$0.00		\$0.00
8B	COILING DOORS / COILING SMOKE CURTAIN	\$ 24,138	\$ 3.79		\$0.00		\$0.00	\$24,138	\$3.79		\$0.00		\$0.00
8C	WINDOWS	\$ 188,000	\$ 29.49		\$0.00		\$0.00	\$188,000	\$29.49		\$0.00		\$0.00
8D	INTERIOR GLAZING / STOREFRONT	\$ 1,500	\$ 0.24	\$1,500	\$0.24		\$0.00		\$0.00		\$0.00		\$0.00
9B	DRYWALL / ACOUSTICAL	\$ 217,000	\$ 34.04	\$217,000	\$34.04		\$0.00		\$0.00		\$0.00		\$0.00
9C	TILE	\$ 15,760	\$ 2.47	\$15,760	\$2.47		\$0.00		\$0.00		\$0.00		\$0.00
9D	RESILIENT FLOORING / CARPET / WOOD FLOORING	\$ 18,390	\$ 2.88	\$18,390	\$2.88		\$0.00		\$0.00		\$0.00		\$0.00
9H	PAINTING	\$ 62,850	\$ 9.86	\$46,570	\$7.31		\$0.00	\$16,280	\$2.55		\$0.00		\$0.00
10A	SPECIALTIES PACKAGE	\$ 4,360	\$ 0.68	\$4,360	\$0.68		\$0.00		\$0.00		\$0.00		\$0.00
10B	SIGNAGE	\$ 5,000	\$ 0.78		\$0.00		\$0.00	\$5,000	\$0.78		\$0.00		\$0.00
10C	STORAGE SPECIALTIES	\$ 15,013	\$ 2.35	\$15,013	\$2.35		\$0.00		\$0.00		\$0.00		\$0.00
11E	RESIDENTIAL APPLIANCES	\$ 29,421	\$ 4.62	\$29,421	\$4.62		\$0.00		\$0.00		\$0.00		\$0.00
12B	WINDOW SHADES	\$ 7,975	\$ 1.25	\$7,975	\$1.25		\$0.00		\$0.00		\$0.00		\$0.00
21A	FIRE PROTECTION	\$ 61,802	\$ 9.69	\$61,802	\$9.69		\$0.00		\$0.00		\$0.00		\$0.00
22A	PLUMBING	\$ 70,694	\$ 11.09	\$70,694	\$11.09		\$0.00		\$0.00		\$0.00		\$0.00
23A	HVAC / CONTROLS	\$ 116,439	\$ 18.26	\$116,439	\$18.26		\$0.00		\$0.00		\$0.00		\$0.00
26A	ELECTRICAL / FIRE ALARM	\$ 401,524	\$ 62.98	\$401,524	\$62.98		\$0.00		\$0.00		\$0.00		\$0.00
33A	UTILITIES	\$ 17,196	\$ 2.70		\$0.00		\$0.00		\$0.00	\$17,196	\$2.70		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL COST OF WORK		\$1,845,252	\$289.45	\$1,160,624	\$182.06	\$166,172	\$26.07	\$443,443	\$69.56	\$41,146	\$6.45	\$33,867	\$5.31
GENERAL CONDITIONS		\$ 179,144	\$ 28.10	\$94,841.00	\$14.88	\$21,075.78	\$3.31	\$49,528.08	\$7.77	\$3,161.37	\$0.50	\$10,537.89	\$1.65
SUBTOTAL		\$2,024,396	\$317.55	\$1,255,465	\$196.94	\$187,248	\$29.37	\$492,971	\$77.33	\$44,307	\$6.95	\$44,405	\$6.97
GENERAL LIABILITY INSURANCE 1.20%		\$24,293	\$ 3.81	\$15,066	\$2.36	\$2,247	\$0.35	\$5,916	\$0.93	\$532	\$0.08	\$533	\$0.08
BUILDER'S RISK INSURANCE 0.11%		\$2,219	\$ 0.35	\$1,376	\$0.22	\$205	\$0.03	\$540	\$0.08	\$49	\$0.01	\$49	\$0.01
BUILDING PERMIT EXCLUDED		\$0	\$ -	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
PAYMENT & PERFORMANCE BOND		\$28,500	\$ 4.47	\$17,674.78	\$2.77	\$2,636.13	\$0.41	\$6,940.18	\$1.09	\$623.77	\$0.10	\$625.14	\$0.10
SUBTOTAL		\$2,079,408	\$326.18	\$1,289,582	\$202.29	\$192,336	\$30.17	\$506,367	\$79.43	\$45,511	\$7.14	\$45,612	\$7.15
MARKET FEE 6.75%		\$140,360	\$ 22.02	\$87,047	\$13.65	\$12,983	\$2.04	\$34,180	\$5.36	\$3,072	\$0.48	\$3,079	\$0.48
TOTAL WITH FEE		\$2,219,768	\$348.20	\$1,376,628	\$215.94	\$205,319	\$32.21	\$540,547	\$84.79	\$48,583	\$7.62	\$48,690	\$7.64
CONTRACTOR'S CONTINGENCY 10.00%		\$221,977	\$ 34.82	\$137,663	\$21.59	\$20,532	\$3.22	\$54,055	\$8.48	\$4,858	\$0.76	\$4,869	\$0.76
TOTAL COST WITH CONTINGENCY		\$2,441,745	\$383.02	\$1,514,291	\$238	\$225,851	\$35.43	\$594,602	\$93.27	\$53,442	\$8.38	\$53,559	\$8.40

City of Lockhart
Lockhart Fire Station No. 1 Remodel
Lockhart, Texas

Clarifications & Assumptions

The following represents specific qualification and clarification items that the GMP Amendment is based upon. They are as follows:

General Items

1. Pricing is based on
 - a. 100% CD drawings dated May 13, 2025
 - b. Addendum 1 dated June 04, 2025
 - c. Addendum 2 dated June 20, 2025
2. Pricing is based on specifications dated May 13, 2025
3. This Proposal Includes the following...
 - a. The following third-party testing and inspections will be provided by the Owner along with the Contractor's assistance.
 1. Construction Materials Testing and Inspections
 2. Building Envelope Testing and Inspections
 3. Testing, Adjusting, and Balancing
 4. Building Commissioning
 - c. DWCC will provide Builder's Risk.
 - d. Deductibles for all DWCC provided insurance are considered cost of work.
 - e. All work will occur during normal business hours, 7AM-5PM, Monday through Saturday.
 - e. Geo-political and economic factors remaining from the global pandemic continue to adversely impact our industry. The volatile price fluctuations in commodities and unprecedented demand for construction services, has resulted in material price escalation, extended lead times or unavailability of some materials, equipment, and products, and an inflationary labor environment. This price proposal is valid for 30 calendar days after which if not accepted may be subject to adjustment of price or duration. If during the performance of the contract the price of any material, equipment, or product increases through no fault of D. Wilson Construction Co. or its subcontractors or suppliers, the price shall be equitably adjusted through the Construction Manager and/or Owner Contingency so long as the GMP is not exceeded in accordance with the procedures of the Contract by an amount reasonably necessary to cover any such price increases beyond what was reasonably anticipated. Where during the performance of the contract the delivery of materials, equipment, or product is delayed, through no fault of D. Wilson Construction Co., or its subcontractors or suppliers, such as unavailability of transportation, port of entry delays, supply-chain shortages, etc. the Contract Time shall be equitably adjusted by Change Order in accordance with the procedures of the Contract. D. Wilson Construction Co. has included labor and

general conditions cost for the entire project period from the Notice to Proceed to Final Completion including 10% project schedule float. The general conditions are not segregated between the two projects but are for the entire contract complete.

- f. Project management, quality control, administrative support staff, and project safety professionals (Assistants & Coordinator) will be shared for the contract duration amongst both projects and are not dedicated to the individual projects.
- g. The temporary facilities required for construction activities will be shared for the contract complete are not dedicated to the individual projects.
- h. The Construction Manager also reserves the right to utilize the Construction Contingency through a Contingency Use Request in the event of force majeure so long as the GMP is not exceeded.
- i. This GMP Proposal does not include Design Liability Insurance. D. Wilson Construction Co. takes no design responsibility for any scope of work within the Project.
- j. Value Engineering ideas are the benefit of the project. Those ideas are to be fully vetted by the Architect/Engineer of Record and incorporated into the construction documents upon acceptance. Engineering required in the Performance Specifications has been assigned to the appropriate subcontractor for their individual scopes of work based on the design criteria provided by the Architect/Engineer of Record.

4. This Proposal Excludes the following...

- a. Addendum 3 dated August 12, 2025
- b. All TCO, temporary permit and inspection fees.
- c. Municipal building permits, development fees, tap or utility impact fees
- b. The cost of any licensing agreements, ROW agreements and aerial rights.
- d. Third party commissioning.
- e. The cost loading and resource loading of the CPM construction schedule.
- f. Escalation as it is assumed that the project will be complete in 2026.
- g. Sales tax on incorporated materials. It is understood that Client is a tax-exempt organization and will provide a tax exemption certificate.

Division 01 – General Requirements

5. This Proposal **Includes** the following...
 - a. DWCC to include temporary connections to water and power (assuming owner will provide water and power for duration of project)
 - b. Temporary fencing around the project site, traffic control for deliveries and equipment, and waste management for the duration of the project.
 - c. Utility consumption costs for electrical, water and other utilities required for construction activities at the project will be paid for by the Owner through connections to the existing facility.
 - d. Abatement needs to be completed (by others) prior to construction start. This is an owner furnished critical path item than will need to coordinated with DWCC.
 - e. DWCC will not commence the construction duration until both:
 1. A written Notice to Proceed (NTP) is received from the Owner
 2. The building permit is provided by the Owner
6. This Proposal **Excludes** the following...
 - a. Additional improvements to meet building code, energy code, and/or ADA/TAS standards above what the documents indicate.

Division 02 – Existing Conditions

7. This Proposal **Includes** the following...
 - a. Demolition of existing flooring finishes as indicated.
 - b. Demolition of overhead doors and track as indicated.
 - c. Demolition of existing wood siding as indicated.
 - d. Demolition of existing doors, frames, and hardware as indicated.
 - e. Demolition of existing millwork and plumbing fixtures as indicated.
 - f. Demolition of existing ceiling finishes, light fixtures, HVAC supply and return grills as indicated.
 - g. Haul of and disposal of removed materials listed above.
8. This Proposal **Excludes** the following...
 - a. Demolition of windows, wood wainscot, utility work/disconnects/reroutes.
 - b. Shoring, bracing, engineering, stamped drawings.
 - b. Salvaging of materials, fixtures, equipment
 - c. Abatement of materials
 - d. Soil remediation/ testing of any kind or haul-off of contaminated soils.

Division 03 – Concrete

9. This Proposal **Includes** the following...
 - a. Structural concrete repair.
 1. Column Repair: 5sf
 2. Slab/ Beam Repair: 870sf
 - b. Concrete pour back.
10. This Proposal **Excludes** the following...
 - a. Masonry reinforcing
 - b. Concrete finish systems

Division 04 – Masonry

11. This Proposal **Includes** the following...
 - a. Allowance for 10% of exterior brick repoint. \$150/SF for additional masonry repoint.
12. This Proposal **Excludes** the following...
 - a. Masonry lintels
 - b. Brick replacement
 - c. Interior brick repointing.

Division 05 – Metals

13. This Proposal **Includes** the following...
 - a. Metal stud framing
 - b. Access ladder
 - c. Structural Steel Allowance for penetrations in exterior wall.
14. This Proposal **Excludes** the following...
 - a. Steel reinforcement
 - b. Structural steel
 - c. Decorative metals
 - d. Steel Window Grills

Division 06 – Woods and Composites

15. This Proposal **Includes** the following...
 - a. Plastic Laminate Cabinets
 - c. Roof sheathing repair (110 SF)
 - d. Wood Handrail
 - e. Sills at windows figured as paint-grade pine or equal
 - f. Wood Infill at windows
 - g. Patch and repair wood subfloor - Upper Level - Allowance
16. This Proposal **Excludes** the following...
 - a. N/A

Division 07 – Thermal & Moisture Protection

17. This Proposal **Includes** the following...
 - a. R-38 batt insulation
 - b. Roof tile replacement
 - c. Repairs to TPO
 - d. New standing seam metal roofing on Tower
18. This Proposal **Excludes** the following...
 - a. Removal of Tower, Tower will remain in place during construction

Division 08 – Openings

19. This Proposal **Includes** the following...

- a. Door hardware
- b. Wood doors with 4-15/16" jambs
- c. Medium density overlay wood doors
- d. (3) 12x9 Clopay 3220 Sectional Overhead doors with motor operated with NEMA 1 photo eyes, and surface mounted 3 button control station.
- e. New wood windows to be...
 - a. Marvin - Ultimate
 - b. single hung
 - c. Pine: paint grade interior
 - d. Clad: white finish exterior
 - e. Glass: Low E3
 - f. Closest available in the standard product line to match existing for size and shape.

20. This Proposal **Excludes** the following...

- a. Additional structural framing for overhead door.
- b. Aluminum storefront systems

Division 09 – Finishes

21. This Proposal **Includes** the following...

- a. Carpet flooring as noted
- b. Tile flooring as noted.
- c. LVT flooring as noted.
- c. Johnsonite Stance rubber base as noted.
- d. Install Schluter Finec on outside corners of tile installation. Install Schluter Jolly at top of tile.
- e. Level 4 tape and float with light roller stipple finish at new GWB walls.
- f. Prime and paint new and existing GWB walls.
- g. Accent walls
- h. Prime and paint new window casing, sills, doors, and door frames.
- i. Patch and Repair existing walls – Allowance
- j. New framing to be metal stud framing.

22. This Proposal **Excludes** the following...

- a. Patching or repairing plaster on existing walls
- b. Concrete sealers/hardeners
- b. Floor leveling
- c. Waxing
- d. Truck exhaust system finishes
- e. Mech 215, Vault 222, Equipment bay 109.
- f. Double layer sheet rock.
- g. Exterior Cover for Fire Line "Doghouse"
- h. Painting or refinishing the vault door/ frame
- i. Removal of Tower, Tower will remain in place during construction

Division 10 – Specialties

23. This Proposal **Includes** the following...
- a. Toilet partitions and accessories
 - b. Fire extinguishers
 - c. Phenolic lockers (9)
 - d. Exterior Signage Allowance
24. This Proposal **Excludes** the following...
- a. Interior Signage
 - b. Corner guards

Division 11 – Equipment

25. This Proposal **Includes** the following...
- a. Residential kitchen appliances
 - b. Bosch Electric Range HEF1050MU in lieu of noted
26. This Proposal **Excludes** the following...
- a. N/A

Division 12 – Furnishings

27. This Proposal **Includes** the following...
- a. Window shades as indicated.
28. This Proposal **Excludes** the following...
- a. N/A

Division 21 – Fire Protection

29. This Proposal **Includes** the following...
- a. Delegated design by fire sprinkler subcontractor building fire sprinkler system.
30. This Proposal **Excludes** the following...
- a. Fire Pump
 - b. DCDV
 - c. Pressure Regulator
 - d. Remote FDC

Division 22 – Plumbing

31. This Proposal **Includes** the following...
- a. Plumbing systems and fixtures
32. This Proposal **Excludes** the following...
- a. N/A

Division 23 – HVAC

33. This Proposal **Includes** the following...
- a. HVAC duct work
 - b. Relocating existing HVAC unit
34. This Proposal **Excludes** the following...
- a. New HVAC unit(s)
 - b. Salvaging existing fixtures

Division 26 – Electrical

35. This Proposal **Includes** the following...
- a. Electrical systems and lighting fixtures
36. This Proposal **Excludes** the following...
- a. Furnishing transformers
 - b. Salvaging existing fixtures

Division 27 – Communications

37. This Proposal **Includes** the following...
- a. N/A
38. This Proposal **Excludes** the following...
- a. Audio Visual
 - b. Data
 - c. Low voltage cabling

Division 28 – Electronic Safety & Security

39. This Proposal **Includes** the following...
- b. Delegated design by fire alarm subcontractor building fire alarm system.
40. This Proposal **Excludes** the following...
- a. Dedicated phone lines to fire alarm control panel.
 - b. Security systems
 - c. Access controls
 - d. Surveillance systems
 - e. Mass notification systems.

Division 31 – Earthwork

41. This Proposal **Includes** the following...
- a. N/A
42. This Proposal **Excludes** the following...
- a. All earthwork / asphalt is excluded from DWCC's scope of work

Division 32 – Exterior Improvements

43. This Proposal **Includes** the following...
- a. N/A
44. This Proposal **Excludes** the following...
- a. All landscape and irrigation
 - b. Paving and Pavement Markings
 - c. Fencing

Division 33 – Utilities

45. This Proposal **Includes** the following...
- c. Fire Line connection from 5'0" outside building to fire riser - Allowance
46. This Proposal **Excludes** the following...
- a. Fire Line Tap
 - b. Fire Line from City public utilities to 5'0" from building

List of Allowances

The following allowances represent the direct cost of work for their respective items and if the cost exceed the stated allowance that will result in increase in the contract sum.

1. Site Demolition Sub - Concrete Drive 5'0" outside the building: \$3,750
2. Demo Wall - Fire Line Penetration: \$700
3. CIP Concrete Sub - Concrete Drive 5'0" outside the building: \$18,000
4. Structural Concrete Repair: \$33,867
5. Masonry Restoration: \$173,025
6. Structural Steel Support - Fire Line Penetration: \$1,500
7. Structural Steel Support - Diesel Exhaust Penetration: \$1,500
8. Access ladder to roof hatch: \$ 3,451
9. Patch and repair wood subfloor - Upper Level: \$2,000
10. New wood window furnish and install: \$188,000
11. Patch and Repair existing walls: \$3,000
12. Signage Exterior: \$5,000
13. Fire Line connection from 5'0" outside building to fire riser: \$17,196

Lockhart Fire Station #1		
Exhibit 2: Drawings and Specifications		
Drawing Index		
Sheet No	Sheet Name	Construction Set
ARCHITECTURAL		
A-001	COVER SHEET	5/13/2025
A-002	LIFE SAFETY PLAN	5/13/2025
A-003	NOTES & SPECIFICATIONS	5/13/2025
A-004	NOTES & SPECIFICATIONS	5/13/2025
A-005	TAS REQUIREMENTS	5/13/2025
A-101	LOWER LEVEL DEMOLITION PLAN	6/20/2025
A-102	UPPER LEVEL DEMOLITION PLAN	6/20/2025
A-103	LOWER LEVEL DEMOLITION REFLECTED CEILING PLAN	6/20/2025
A-104	UPPER LEVEL DEMOLITION REFLECTED CEILING PLAN	5/13/2025
A-105	LOWER LEVEL FLOOR PLAN	6/20/2025
A-106	UPPER LEVEL - NEW FLOOR PLAN	6/20/2025
A-106A	UPPER LEVEL - FINISH FLOOR PLAN	6/20/2025
A-107	LOWER LEVEL REFLECTED CEILING PLAN	6/20/2025
A-108	UPPER LEVEL REFLECTED CEILING PLAN	6/20/2025
A-109	ROOF PLAN	6/20/2025
A-110	ENLARGED PLANS	5/13/2025
A-201	EXTERIOR ELEVATIONS	5/13/2025
A-201A	EXTERIOR ELEVATIONS	6/20/2025
A-202	EXTERIOR ELEVATIONS	5/13/2025
A-202A	EXTERIOR ELEVATIONS	5/13/2025
A-203	INTERIOR ELEVATIONS	5/13/2025
A-204	INTERIOR ELEVATIONS	5/13/2025
A-401	ROOF DETAILS	5/13/2025
A-402	ROOF DETAILS	5/13/2025
A-601	SCHEDULES AND DETAILS	6/20/2025
A-602	SCHEDULES AND DETAILS	5/13/2025
ELECTRICAL		
E-101	LOWER LEVEL ELECTRICAL DEMO PLAN	5/13/2025
E-102	UPPER LEVEL ELECTRICAL DEMO PLAN	5/13/2025
E-201	LOWER LEVEL LIGHTING PLAN	5/13/2025
E-202	UPPER LEVEL LIGHTING PLAN	5/13/2025
E-301	LOWER LEVEL POWER PLAN	5/13/2025
E-302	UPPER LEVEL POWER PLAN	5/13/2025
E-401	ELECTRICAL SCHEDULES	5/13/2025
E-402	ELECTRICAL RISER DIAGRAMS	5/13/2025
E-403	ELECTRICAL PANEL BOARD	5/13/2025
E 501	ELECTRICAL SPECIFICATIONS	5/13/2025

MECHANICAL		
M-001	MECHANICAL GENERAL NOTES AND DETAILS	5/13/2025
M-002	MECHANICAL SCHEDULES	5/13/2025
M-003	MECHANICAL SPECIFICATIONS	5/13/2025
M-004	MECHANICAL SPECIFICATIONS	5/13/2025
M-005	MECHANICAL SPECIFICATIONS	5/13/2025
M-006	MECHANICAL SPECIFICATIONS	5/13/2025
M-007	MECHANICAL SPECIFICATIONS	5/13/2025
M-008	MECHANICAL SPECIFICATIONS	5/13/2025
M-009	MECHANICAL SPECIFICATIONS	5/13/2025
M-101	LOWER LEVEL MECHANICAL DEMO PLAN	5/13/2025
M-102	UPPER LEVEL MECHANICAL DEMO PLAN	5/13/2025
M-201	LOWER LEVEL MECHANICAL PLAN	5/13/2025
M-202	UPPER LEVEL MECHANICAL PLAN	5/13/2025
PLUMBING		
P-001	PLUMBING DETAILS, SCHEDULES AND NOTES	5/13/2025
P-101	PLUMBING DEMO PLAN LOWER LEVEL	5/13/2025
P-102	UPPER LEVEL PLUMBING DEMO PLAN	5/13/2025
P-103	LOWER LEVEL PLUMBING PLAN	5/13/2025
P-104	UPPER LEVEL PLUMBING PLAN	5/13/2025
STRUCTURAL		
S-001	STRUCTURAL NOTES	6/4/2025
S-101	SECOND FLOOR FRAMING PLAN	6/4/2025
S-102	FRAMING PLAN - UPPER LEVEL	6/4/2025
S-310	CONCRETE REPAIR DETAILS	6/4/2025

END

Lockhart Fire Station #1		
Exhibit 2: Drawings and Specifications		
Project Specifications		
Section No.	Section Name	Dated
GENERAL REQUIREMENTS SUBGROUP		
Division 00 Procurement and Contracting Requirements		
00 01 10	Table of Contents	5/13/2025
Division 01 - General Requirements		
01 10 00	SUMMARY	5/13/2025
01 22 00	UNIT PRICES	5/13/2025
01 25 00	SUBSTITUTION PROCEDURES	5/13/2025
01 29 00	PAYMENT PROCEDURES	5/13/2025
01 31 00	PROJECT MANAGEMENT AND COORDINATION	5/13/2025
01 33 00	SUBMITTAL PROCEDURES	5/13/2025
01 40 00	QUALITY REQUIREMENTS	5/13/2025
01 50 00	TEMPORARY FACILITIES AND CONTROLS	5/13/2025
01 60 00	PRODUCT REQUIREMENTS	5/13/2025
01 73 00	EXECUTION	5/13/2025
01 77 00	CLOSEOUT PROCEDURES	5/13/2025
01 78 23	OPERATION AND MAINTENANCE DATA	5/13/2025
FACILITY CONSTRUCTION SUBGROUP		
Division 02 - Existing Conditions		
02 41 19	SELECTIVE DEMOLITION	5/13/2025
Division 04 - Masonry		
04 03 22	HISTORIC BRICK UNIT MASONRY REPAIR	5/13/2025
04 03 23	HISTORIC BRICK UNIT MASONRY REPOINTING	5/13/2025
Division 06 - Wood, Plastics, and Composites		
06 10 00	ROUGH CARPENTRY	5/13/2025
06 10 10	ROOF BLOCKING AND NAILERS	5/13/2025
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	5/13/2025
Division 07 - Thermal and Moisture Protection		
07 21 00	THERMAL INSULATION	5/13/2025
07 32 20	SYNTHETIC ROOF TILE	5/13/2025
07 54 10	THERMOPLASTIC SINGLE PLY ROOFING	5/13/2025
07 56 50	PREPARATION FOR ROOFING	5/13/2025
07 62 10	SHEET METAL FLASHING AND TRIM	5/13/2025
07 90 10	ROOF SEALANTS	5/13/2025
07 92 00	JOINT SEALANTS	5/13/2025
Division 08 - Openings		
08 14 16	FLUSH WOOD DOORS	5/13/2025
08 36 13	SECTIONAL DOORS	5/13/2025
08 52 00	WOOD WINDOWS	5/13/2025
08 71 00	DOOR HARDWARE	6/4/2025
Division 09 - Finishes		
09 22 16	NON-STRUCTURAL METAL FRAMING	5/13/2025
09 29 00	GYPSUM BOARD	5/13/2025
09 30 13	CERAMIC TILING	5/13/2025
09 51 23	ACOUSTICAL TILE CEILINGS	5/13/2025
09 65 13	RESILIENT BASE AND ACCESSORIES	5/13/2025
09 65 19	RESILIENT TILE FLOORING	5/13/2025
09 68 13	TILE CARPETING	5/13/2025
09 68 16	SHEET CARPETING	5/13/2025
09 91 13	EXTERIOR PAINTING	5/13/2025
09 91 23	INTERIOR PAINTING	5/13/2025

Division 10 - Specialties		
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	5/13/2025
10 44 16	FIRE EXTINGUISHERS	5/13/2025
10 51 29	PHENOLIC LOCKERS	5/13/2025
Division 11 - Equipment		
11 30 13	RESIDENTIAL APPLIANCES	5/13/2025
Division 12 - Furnishings		
12 36 23.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS	5/13/2025
SUPPLEMENTAL INFORMATION		
	Asbestos Inspection Report (by others)	

End

EXHIBIT B

(D. Wilson Construction Co. - CMAR Contract - A133-2009 Exhibit A GMP Amendment)

AIA® Document A133™ – 2009

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Fire Station No. 1 Remodel Project
201 W Market St.
Lockhart, Texas 78644

THE OWNER:

(Name, legal status and address)

City of Lockhart, Texas
308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

D. Wilson Construction Co.
1858 Grandstand Drive
San Antonio, TX 78238

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « Two Million Four Hundred Forty One Thousand Seven Hundred Forty Five Dollars » (\$«2,441,745 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

GMP Estimate Summary, dated 8/14/2025

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

«N/A »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
1). Site Demolition Sub - Concrete Drive 5'0" outside the building:	1). \$3,750
2). Demo Wall - Fire Line Penetration:	2). \$700
3). CIP Concrete Sub - Concrete Drive 5'0" outside the building:	3). \$18,000
4). Structural Concrete Repair:	4). \$33,867
5). Masonry Restoration:	5). \$173,025
6). Structural Steel Support - Fire Line Penetration:	6). \$1,500
7). Structural Steel Support - Diesel Exhaust Penetration:	7). \$1,500
8). Access ladder to roof hatch:	8). \$ 3,451
9). Patch and repair wood subfloor - Upper Level:	9). \$2,000
10). New wood window furnish and install:	10). \$188,000
11). Patch and Repair existing walls:	11). \$3,000
12). Signage Exterior:	12). \$5,000
13). Fire Line connection from 5'0" outside building to fire riser:	13). \$17,196

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« See GMP Estimate Qualification (Clarifications & Assumptions) »

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See GMP Estimate Qualification	Clarifications & Assumptions	8/15/2025	8

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

« See Exhibit 2 "List of Documents" »

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

« See Exhibit 2 "List of Documents" »

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

« Refer to Attached GMP Amendment Package dated 8/19/2025 »

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

«Not later than Two Hundred Thirty Nine (239) calendar days from the date of commencement of the Work.

The date of commencement of the Work shall be established as follows:

1. A written Notice to Proceed (NTP) is received from the Owner
2. The building permit is provided by the Owner »

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« Josue Reyes » President & Chief Executive Officer

(Printed name and title)

CITY OF LOCKHART, TEXAS

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS SELECTING D. WILSON CONSTRUCTION CO. AS CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR FIRE STATION NO. 1 REMODEL PROJECT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 5, 2024, City Council approved an oral resolution authorizing the Construction Manager At Risk (CMAR) delivery method for procurement of construction services to remodel Fire Station No. 1;

WHEREAS, on May 13, 2024, the City published notice of the request for proposals for performing the duties of Construction Manager at Risk for the Fire Station No. 1 Remodel Project and received two responses on May 31, 2024;

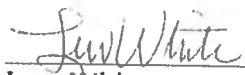
WHEREAS, City Staff evaluated the proposals and is recommending the selection of D. Wilson Construction Co. as the CMAR that offers the best value for the Fire Station No. 1 Remodel Project; and

WHEREAS, the City Council desires to authorize the City Manager to execute a contract with D. Wilson Construction Co.;

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

1. The City Council hereby awards CMAR services for the Fire Station No. 1 Remodel Project to D. Wilson Construction Co.
2. The City Manager is hereby authorized to execute a contract, a draft copy of which is attached to this Resolution as **Exhibit 1**, with D. Wilson Construction Co. to serve as the Construction Manager at Risk to perform construction services to remodel Fire Station No. 1.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas this 17th day of September, 2024.


Lew White
Mayor

ATTEST:

By: 
Julie Bowermon
City Secretary

APPROVED AS TO FORM:

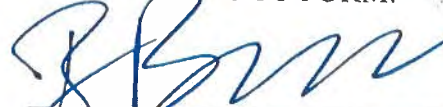

Bradford Bullock
City Attorney



EXHIBIT 1

Construction Manager At Risk (CMAR) Agreement

Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA A133 - 2019) where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AGREEMENT made as of the 3rd day of September in the year 2024.

BETWEEN the Owner:

City of Lockhart, TX
308 W. San Antonio St.
PO Box 239
Lockhart, TX 78644

and the Construction Manager:
(Name, legal status, address, and other information)

D. Wilson Construction Co.
1858 Grandstand Drive
San Antonio, TX 78238

for the following Project:

Fire Station No. 1 Remodel Project

The Architect:

Steinbomer & Associates, Architects, Inc. dba Sudio Steinbomer Architecture and Interiors
4303 Medical Parkway
Austin, TX 78756

The Owner and Construction Manager agree as follows.

EXHIBIT 1

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Originally built in 1914 as the City of Lockhart's first City Hall and Fire station, Lockhart's Fire Station No. 1 has been in nearly continuous use as an operating fire station as well as housing a variety of other purposes, including a jail, police department, and municipal court. Some modifications have necessarily been made over the years but without significant impact on the actual structure. The building is now and has been for some time, used entirely for Fire Department purposes. The scope of the project is a significant interior remodel of the existing building with a focus on life safety, electrical upgrades, and improvement to the living areas for the firefighters. **The Construction Manager shall work with the Owner to coordinate Fire Department operations before and during construction as well as during performance of work in the warranty periods so as to provide the least impact to public safety and protect private and public property.**

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project Location: 201 W Market St, Lockhart, Texas

EXHIBIT 1

Project Specifics – Scope of Work:

Base Scope:

- Installation of a full automatic fire suppression system (sprinklers), fire/smoke notification system.
- Deisel Exhaust system for noxious gases in the apparatus bays.
- Enhanced fire/smoke protection on the ceilings and stair walls of the first level.
- Enhanced emergency exiting from the second level.
- Living and working quarters renovations includes upgrade both restrooms up and down, and upstairs fully renovated kitchen, sleeping quarters, most ceilings and floor finishes.
- Upgrades to hazardous electrical panels and switchgear.
- Enhanced fire/smoke barrier between Apparatus Bays and sleeping areas above.
- Enhanced emergency exiting from second floor.
- Enhanced Living and working quarters for Firefighters.
- Restroom on first floor renovated including exhaust air vent, reduced tripping hazard.
- Restroom on second floor completely renovated with new expanded shower, new finishes.
- Kitchen: replace cabinets, appliances and reorganize for better utilization.
- Relocate existing furnace #2 to above ceiling and new ductwork throughout that system.
- Remodel one room bunk style sleeping quarters to three separate rooms.
- New ceilings and LED lights throughout new ceiling areas.
- New floor finishes.
- Re-pointing of some brick masonry.
- New Overhead Doors
- New Exterior Signage

Add Alternate Scope:

- Re-glazing and painting the exterior of all existing windows.
- Repainting of all exterior doors and woodwork, including the cornice.

Work to be completed under separate contract:

- Interior Asbestos remediation.

Exhibit C of the Contractor's Response to the Request for Proposal ("RFP") provides a Preliminary Drawing and Specifications for Interim Review of the Project site and interior. Final Drawings and Specifications will be completed with input from the Owner, Construction Manager, and the Architect.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The estimated construction budget at the current scope and at time of execution is \$673,000. GMP Amendment to be executed at a later date.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

See Exhibit D of the RFP for Preliminary Schedule.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not applicable.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

EXHIBIT 1

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Additional Project considerations will be determined on an as-needed basis.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

City Manager
« Steven Lewis »
« Lockhart City Manager »
« 105 S. Colorado Street »
« Lockhart, Texas 78644 »
« slewis@lockhart-tx.org »
« 512-769-8072 (Mobile) »

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

« Steinbomer & Associates, Architects, Inc. dba Sudio Steinbomer Architecture and Interiors »« »
«4303 Medical Parkway »
« Austin, Texas, 78756 »
« 512-479-0022
Attn: Amy Bramwell »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

« »
« »
« »

EXHIBIT 1

« »
« »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«
Leland Stennett
DWCC Regional Manager
1858 Grandstand
San Antonio, Tx. 78238
lelands@dwilsonconstruction.com
(210)825-9643
»

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« Not applicable. »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« Not applicable. »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« None. »

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply in its entirety unless specifically stated otherwise in the AIA Document A201™-2017,

EXHIBIT 1

General Conditions of the Contract for Construction. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services, including but not limited to preparing schedules and estimates. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. The recommendations and advice of the Construction Manager concerning design alternatives and potential cost savings shall be subject to the review and approval of the Architect, Owner and the Owner's professional consultants. The Construction Manager shall certify to the Owner that the Project, to the best of his knowledge, has been constructed in accordance with the Architect's construction documents. The certification shall be in a form which is acceptable to the Owner and Construction Manager.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; site use and improvements; selection of materials and equipment; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; dates of Substantial Completion and Final Completion; and the occupancy/service requirements of the Owner. If updated Project schedules indicate that previously-approved schedules may not be met, then Construction Manager shall make appropriate recommendation to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

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§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 Intentionally omitted.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

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§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« See Tab 5, Attachment B »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall not be more than 30 days after the date of Substantial Completion; and
- .6 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the

EXHIBIT 1

Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a governmental entity. In the event that the Construction Manager is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, or regulation takes effect after the Contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment. Other than services normally associated with Construction Manager's performance of the general conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager's bid or proposal provides the best value for the Owner.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner, when such services are reasonably necessary for the Project, shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. This shall specifically include an abatement survey conducted prior to the start of the Preconstruction Phase.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Construction Manager's Services shall be provided in conjunction with the services of the Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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« None. See Tab 5 »

§ 5.1.2 Intentionally omitted.

§ 5.1.2.1 Intentionally omitted.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « six » (« 6 ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services may be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable within thirty (30) days of receipt of the Construction Manager's invoice. Amounts unpaid « more than sixty » (« 60 ») days after the invoice date shall bear interest at the legal rate prevailing from time to time as indicated in Texas Government Code 2251.025.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment as set forth in Article 11. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee of which the total shall not exceed the Guaranteed Maximum Price.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« The Construction Manager's Fee shall be calculated as 6.75% of the Cost of the Work, and not as a percentage of the Contract Sum. No Construction Manager's Fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of Work »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »Method of adjustment for changes shall be via a Change event to modify the contract value plus a fee of 6.75%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« 10% »

§ 6.1.5 Intentionally omitted.

§ 6.1.6 Liquidated Damages

« § 6.1.6.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement.

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§ 6.1.6.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to one thousand dollars (\$1,000) per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 6.1.6.3 Such damages shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Construction Manager. »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« None. »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform minor work at the site or, with the Owner’s prior approval, at off-site workshops.

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§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« See Tab 5, Attachment B »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, except taxes from which the Owner is exempt by virtue of its status as a governmental entity, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors or Construction Manager in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Intentionally omitted.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

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§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable, except this does not include taxes from which the Owner is exempt by virtue of its status as a governmental entity.

§ 7.6.3 Fees and assessments for the building permit, construction permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.6 Costs for software acquired specifically for the Work and not previously owned by or licensed to Construction Manager, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Intentionally omitted.

§ 7.6.10 Intentionally omitted.

§ 7.6.11 Intentionally omitted.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9 or other provisions or amendments to this Agreement. However, notwithstanding anything in Article 7 to the contrary, no reimbursable cost or expense will be paid again if it is also included and paid in any general conditions amount submitted by Construction Manager.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in

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which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include any items not specifically enumerated in Attachment B.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions; and (4) offers the best value to Owner, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all

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costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the « 15th » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « 30th » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « forty-six » (« 46 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by Owner and the amount of such payments to subcontractors and supplies, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be (1) the percentage of that portion of the Work which has actually been completed.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

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- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 10% »

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« Not applicable. »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« None. »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« None. »

§ 11.1.9 Intentionally omitted.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

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§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements according to the terms below:

- .1 During monthly payment substantiation, the Construction Manager shall submit an AIA Document G703-1992, Continuation Sheet which adequately identifies the percentage of Work complete and the amount to be paid to Subcontractors; and
- .2 verify said information described in Section 11.1.11.1 with reports detailing checks provided to Subcontractors.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting and reconciliation for the Cost of the Work, including allowances and change orders, containing the detailed requirements by this Subparagraph 11.2.1, and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum

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Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest in accordance with Texas Government Code 2251.025.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision or recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« Not applicable. »

« »

« »

« »

§ 12.1.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Construction Manager's or Architect's opportunity to cure.

§ 12.2 Binding Dispute Resolution

For any Claim arising out of the terms of the Contract Documents or performance of Work, including those subject to, but not resolved by voluntary mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction in Caldwell County, Texas

[☐] Other: *(Specify)*

« »

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

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§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as

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the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« Using the same method set forth in Section 13.2.2 of this Agreement »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price, if established, and Contract Time may be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project in accordance with law, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 14.2.2 The Owner may, with written consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1

Commercial General Liability as follows with policy limits of not less than the below:

See Certificate of Insurance in Exhibit B.

§ 14.3.1.6 Intentionally omitted

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 Payment and Performance Bonds. The Construction Manager shall provide both a payment and performance bond before commencing Work on the Project in accordance with Texas Government Code Sec. 2253.021.

§ 14.4 Notice requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission:

« »

§ 14.5 Other provisions:

« **Texas Public Information Act.** Contractor acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Contractor (and Contractor's professional associates and/or Subcontractors) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552). Contractor agrees that City is under no obligation to notify Contractor of a request for information or to otherwise ensure confidentiality.

Form 1295 Certificate. The Parties acknowledge that the Contractor will complete a Form 1295 required pursuant to Section 2252.908(c)(4), Texas Government Code before final execution of this Agreement.

Verifications of Statutory Representations and Covenants. The Contractor makes the following representations and verifications to enable to City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Contractor, respectively within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Contractor and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) No Waiver of Immunity. The Contractor acknowledges that the Owner, as a municipality, is a government entity operating under the laws of the State of Texas and therefore has sovereign immunity from all claims and liabilities

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unless specifically waived pursuant to express statutory authority. Nothing in this Agreement or the Contract Documents shall be construed to waive the Owner's sovereign immunity beyond what is statutorily authorized pursuant to Texas law.»

§ 14.6 INDEMNIFICATION

CONTRACTOR DOES HEREBY AGREE TO, INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICIAL, OFFICERS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, LIENS, OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS, AND ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE SUCH INDEMNITY SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS WHEN THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, LIENS, OR CAUSES OF ACTIONS LIE AGAINST ANY PERSON OR ENTITY INDEMNIFIED HEREIN.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price;
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, to be executed at a later date;
- .3 D. Wilson Construction Company Response to Request for Proposal, to the extent that it does not conflict with the terms of the other documents comprising the Agreement, including Attachment B and Tab 5; and
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

« »« »



(Printed name and title)

EXHIBIT 1

unless specifically waived pursuant to express statutory authority. Nothing in this Agreement or the Contract Documents shall be construed to waive the Owner's sovereign immunity beyond what is statutorily authorized pursuant to Texas law.»

§ 14.6 INDEMNIFICATION

CONTRACTOR DOES HEREBY AGREE TO, INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICIAL, OFFICERS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, LIENS, OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS, AND ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE SUCH INDEMNITY SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS WHEN THE LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, LIENS, OR CAUSES OF ACTIONS LIE AGAINST ANY PERSON OR ENTITY INDEMNIFIED HEREIN.

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- .3 D. Wilson Construction Company Response to Request for Proposal, to the extent that it does not conflict with the terms of the other documents comprising the Agreement, including Attachment B and Tab 5; and
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

This Agreement is entered into as of the day and year first written above.



OWNER (Signature)

« » « » STEVE LEWIS, CITY MANAGER
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

« » « » Jonie Reyes
(Printed name and title)

DRAFT AIA® Document A133™ – 2009**Guaranteed Maximum Price Amendment****for the following PROJECT:***(Name and address or location)*« »
« »**THE OWNER:***(Name, legal status and address)*« »
« »**THE CONSTRUCTION MANAGER:***(Name, legal status and address)*« »
« »**ARTICLE A.1****§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

« »

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

« »

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

EXHIBIT 1

EXHIBIT A

Item	Price (\$0.00)

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

« »

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

« »

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/24/2024

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 Hughston Insurance Agency, Inc. PO Box 8550 Brownsville TX 78520		CONTACT NAME: Camille Atkinson PHONE (A/C, No, Ext): (956) 542-4387 E-MAIL ADDRESS: camille@hiains.net FAX (A/C, No): (956) 542-8335															
INSURED D. Wilson Construction Company 1207 E. Pecan McAllen TX 78501 (956) 686-9573		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER B: National Union Fire Ins. Company</td> <td>19445</td> </tr> <tr> <td>INSURER C: Aetna American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER D: United Fire & Casualty</td> <td>13021</td> </tr> <tr> <td>INSURER E: Travelers Insurance</td> <td>19445</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: New Hampshire Insurance Company	23841	INSURER B: National Union Fire Ins. Company	19445	INSURER C: Aetna American Insurance Company	43460	INSURER D: United Fire & Casualty	13021	INSURER E: Travelers Insurance	19445	INSURER F:	
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COVERAGES RE CERTIFICATE NUMBER: Cert ID 3936 (180) REVISION NUMBER:

INSURER	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR. WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ OTHER OR: ☐ AGGREGATE LIMIT APPLIES PER POLICY ☒ PROJECT ☐ LOC ☐ OTHER		3292114	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any and all persons) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000 CRIMINAL SINGLE LIMIT (Per accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		4544771	09/01/2023	09/01/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA UAB ☐ EXCESS UAB ☐ UAB & RETEN UNLS ☐ CLAIMS-MADE		CX00XDY23	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	22298392	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. INJURY - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Builder's Risk		46314213	09/01/2023	09/01/2024	Any One Jobsite \$ 25,000,000
E	Leased/Rented Equipment		QT-G60-B492L566-TLC-23	09/01/2023	09/01/2024	Any One Item \$ 100,000

 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Bid for Lockhart Fire Station No. 1

CERTIFICATE HOLDER

CANCELLATION

City of Lockhart 308 W. San Antonio St. P. O. Box 239 Lockhart TX 78644	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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ACORD 25 (2016/03)

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CITY OF LOCKHART - CMAR FOR FIRE STATION NO. 1 REMODEL // 3

Resolution 2024-24 - Pg. 27 of 80

HUGHSTON

INSURANCE AGENCY

David C. Hughston, CIC, CPCU
Peggy Gonzalez, CIC, CPCU, CRIS
Christopher Hughston, CIC
Brock Hughston

May 24, 2024

Joe Araiza
D. Wilson Construction Company
P. O. Box 3455
McAllen, TX 78501

Re: D. Wilson Construction Company
City of Lockhart
Lockhart Fire Station No. 1

To Whom It May Concern:

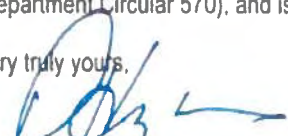
It has been the privilege of Hughston Insurance Agency, Inc. to provide surety bonds on behalf of D. Wilson Construction Company for over fifty (50) years, during which time D. Wilson Construction Company has performed and we have issued performance and payment bonds for contracts valued as high as \$80,000,000.00 single project. In our opinion, D. Wilson Construction Company remains properly financed, well equipped, and capably managed.

At the present time, Markel Insurance Company (with Treasury Limit over \$193,000,000) provides a \$200,000,000.00 aggregate surety program to D. Wilson Construction Company. Markel Insurance Company is listed in the State Board of Insurance, Bond Department's "List of Insurance Companies" licensed to write fidelity and surety bonds in Texas and is authorized to do business up to the limit of the contract. Bonding capacity has remained unchanged for the last five (5) years.

As always, Markel Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

Markel Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A+ XV by A.M. Best Company.

Very truly yours,


David C. Hughston, CPCU
Attorney-in-Fact

46 Cove Circle P.O. Box 8190 BROWNSVILLE, TEXAS 78526 (956) 542-4387 Fax (956) 542-8335
www.hiains.net

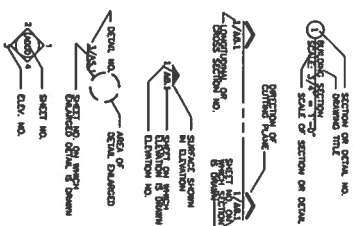
CITY OF LOCKHART FIRE STATION #1

VICINITY MAP

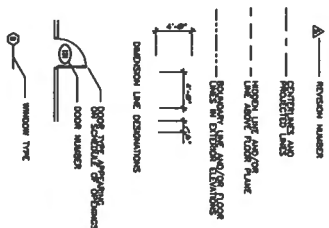


GRAPHIC SYMBOLS & CONVENTIONS

GRAPHIC SYMBOLS



GRAPHIC CONVENTIONS



PROJECT DIRECTORY

Caution

CLIENT
CITY OF LOCOHART
Box 800
LOCOHART, TX 78644
TEL: (512) 388-2461
EMAIL: SLewis@cocondotx.org
CONTACT: STEVE LEWIS

ARCHITECT
STUDIO STEINBOHR
P.O. BOX 6870
AUSTIN, TX 78761

ABSTRACT

ALISTIN, TX 78706
TEL: (312) 479-0022 EXT. 66
FAX: (312) 477-4668
EMAIL: robert@sternbom.net
CONTACT: ROBERT STERNBOM

MAP ENJOYER

MR. ENGINEER,
WILSON JOHNSON
13766 RESEARCH BLVD., SUITE 125
AUSTIN, TX 78760
TEL: (512) 763-3441
EMAIL: WJOHNSON@WILSONJOHNSON.COM
CONTACT: MESSY COAD

**STRUCTURAL
ENGINEER**

**STRUCTURAL
ENGINEER**

TS&S ENGINEERING
210 BAYVIEW SERVICES RD
AUSTIN, TEXAS 78704
TEL: (512) 474-4001
EMAIL: tschickens@tsengineering.com
CONTACT: JAMES SCHICKEL

DRAWING INDEX

A-001	COVER SHEET
A-1-01	LOWER LEVEL, DEDUCTION PLAIN
A-1-02	UPPER LEVEL, DEDUCTION PLAIN
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A-1-15	UPPER LEVEL, REFLECTED CEILING PLAIN
A-1-16	UPPER LEVEL, REFLECTED CEILING PLAIN
A-2-01	EXTENSION ELEVATIONS
A-2-02	EXTENSION ELEVATIONS
A-3-01	SECTION, DEDUCTIONS
A-3-10	ELECTRICAL, DEDUCTIONS PLAIN
A-4-10	FINISH AND NUMBER, SCHEDULES AND NOTES
BP-201	UPPER LEVEL, ROOM PLAIN - HVAC AND PLUMBING
BP-202	UPPER LEVEL, ROOM PLAIN - HVAC AND PLUMBING
BP-301	UPPER LEVEL, PLAIN - HVAC AND PLUMBING
BP-302	UPPER LEVEL, PLAIN - HVAC AND PLUMBING

LOCKHART FIRE STATION #1

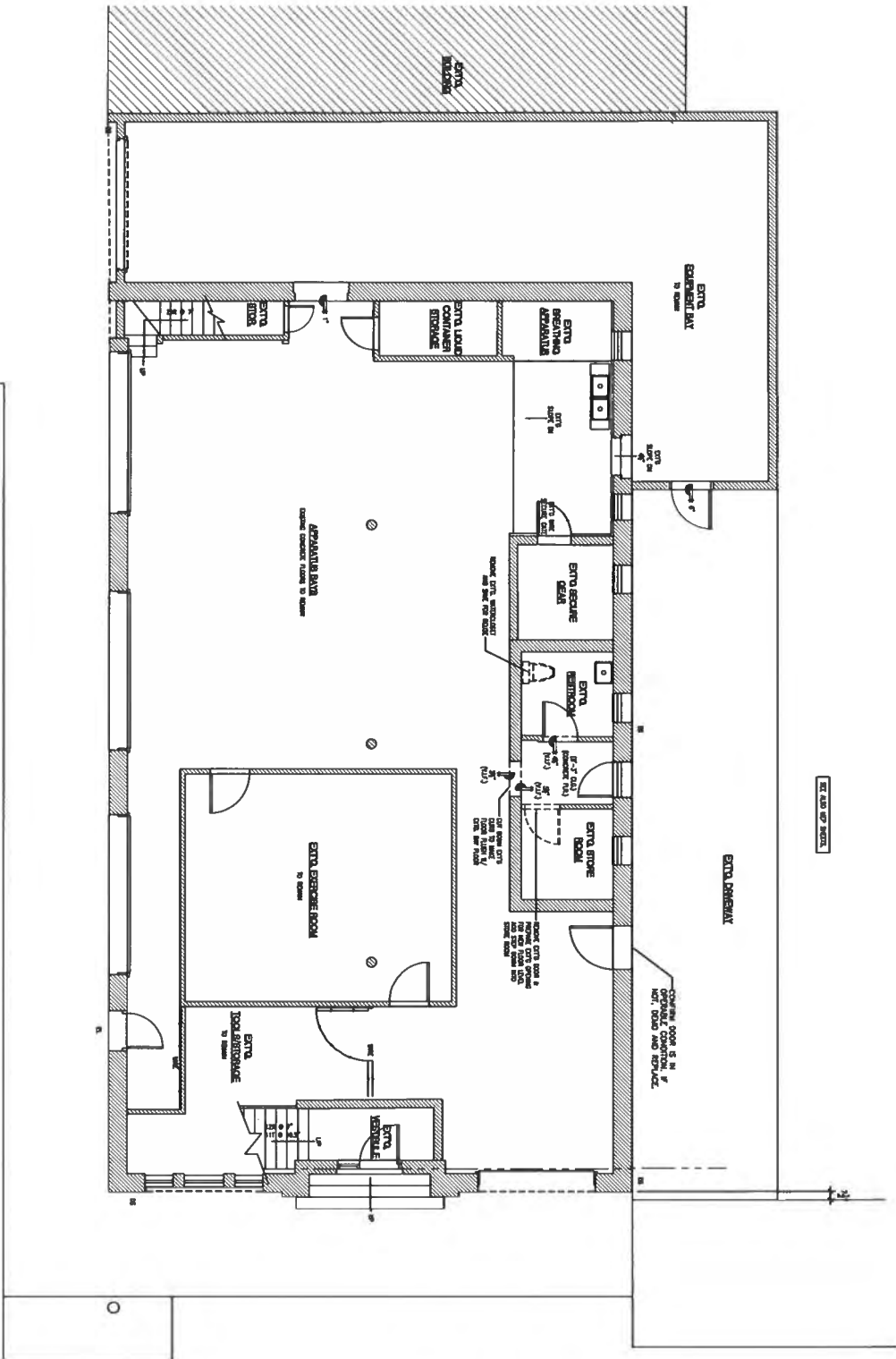
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SHEET X OF X
COVER SHEET
A-001

studio | steinbomer
architectural studio & interior design

1400 S Congress Ave. Suite 8002
Austin, TX 78704
Tel 512.479.0032
www.studio-steinbomer.com

PRELIMINARY
THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF PROMOTING DISCUSSION
IT IS NOT TO BE USED FOR
REGULATORY APPROVAL,
PERMITTING, OR CONSTRUCTION
WITHOUT A SIGNATURE
XXXX DEC. 17/2000



GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOCKHART, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) PRIOR TO THE START OF CONSTRUCTION.
- 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC ROADS AT ALL TIMES.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES THAT MAY BE AFFECTED BY THE CONSTRUCTION.
- 4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL TREES AND LANDSCAPE FEATURES THAT ARE TO REMAIN.
- 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING THE CONSTRUCTION PROCESS.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL EXISTING STRUCTURES AND UTILITIES THAT ARE TO REMAIN.
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- 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING THE CONSTRUCTION PROCESS.

LEGEND

- 1. EXISTING WALL CONSTRUCTION
- 2. EXISTING ROOF TO BE DEMOLISHED
- 3. EXISTING ROOF TO BE REPAIRED
- 4. EXISTING ROOF TO BE REPLACED
- 5. EXISTING ROOF TO BE REMOVED
- 6. EXISTING ROOF TO BE REINFORCED
- 7. EXISTING ROOF TO BE STRENGTHENED
- 8. EXISTING ROOF TO BE INSULATED
- 9. EXISTING ROOF TO BE VENTILATED
- 10. EXISTING ROOF TO BE SEALED

RENOVATION TO THE
LOCKHART FIRE STATION #1
201 W MARKET ST, LOCKHART, TEXAS 78644

studio steinbomer

1408 S Congress Ave, Ste 200, Austin, TX 78704

1-717-477-0022

www.studiosteinbomer.com

PRELIMINARY

THIS DOCUMENT IS FOR PRELIMINARY REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. FOR FINAL REVIEW, IT IS TO BE SUBMITTED TO THE CITY OF LOCKHART, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR APPROVAL.

STEINBOMER & ASSOCIATES, P.C.

LOCKHART, TEXAS 78644

DATE	11/14/20
DRAWN BY	BAW/TL
SCALE	AS SHOWN
NO.	1
DESCRIPTION	LOWER LEVEL DECK/ COLUMN PLAN
DATE	11/14/20
BY	BAW/TL
NO.	1
DESCRIPTION	LOWER LEVEL DECK/ COLUMN PLAN

GENERAL NOTES

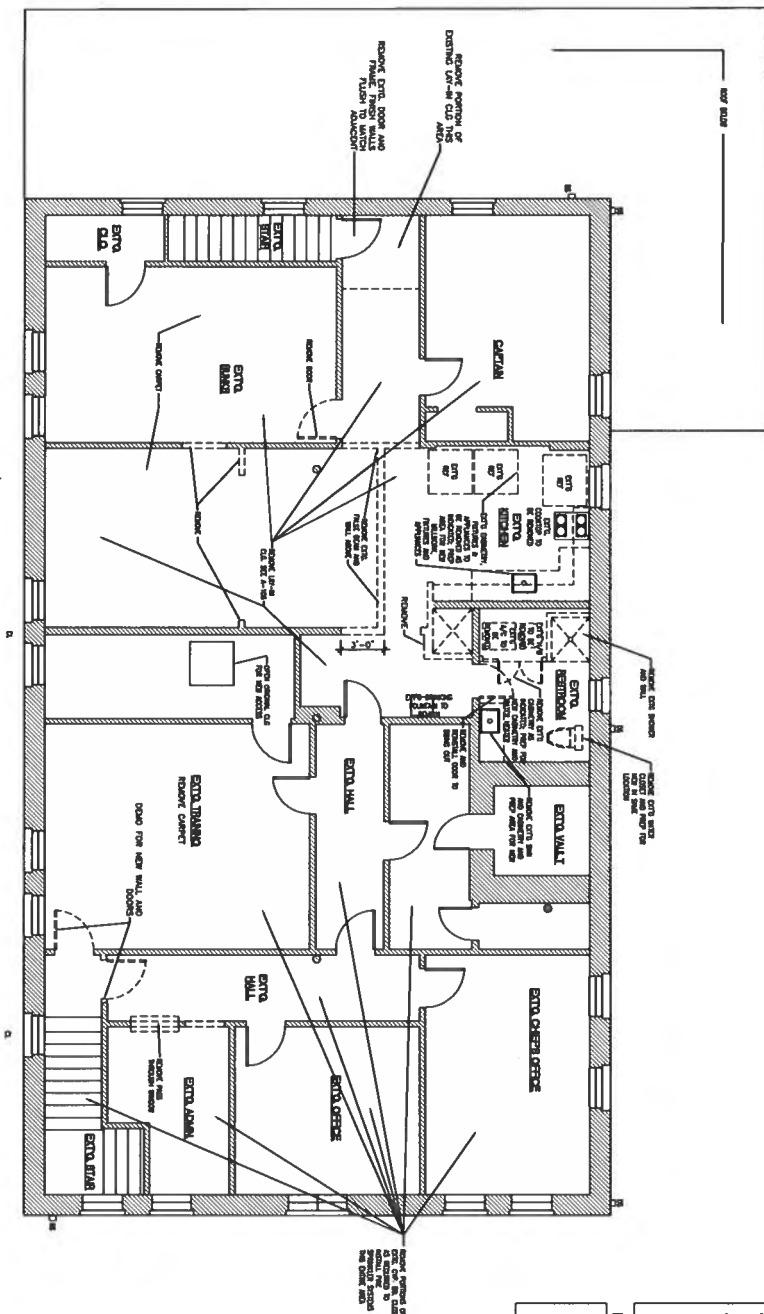
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LEGEND

- 




- DESIGN WILL CONSIDERATION
 DESIGN ASKS TO BE CONSIDERED
 ONLY THE DESIGN



① UPPER LEVEL DEMOLITION PLAN
SCALE: 1/8"=1'-0"
Revisions 2010-24: Pgs. 31 of 88

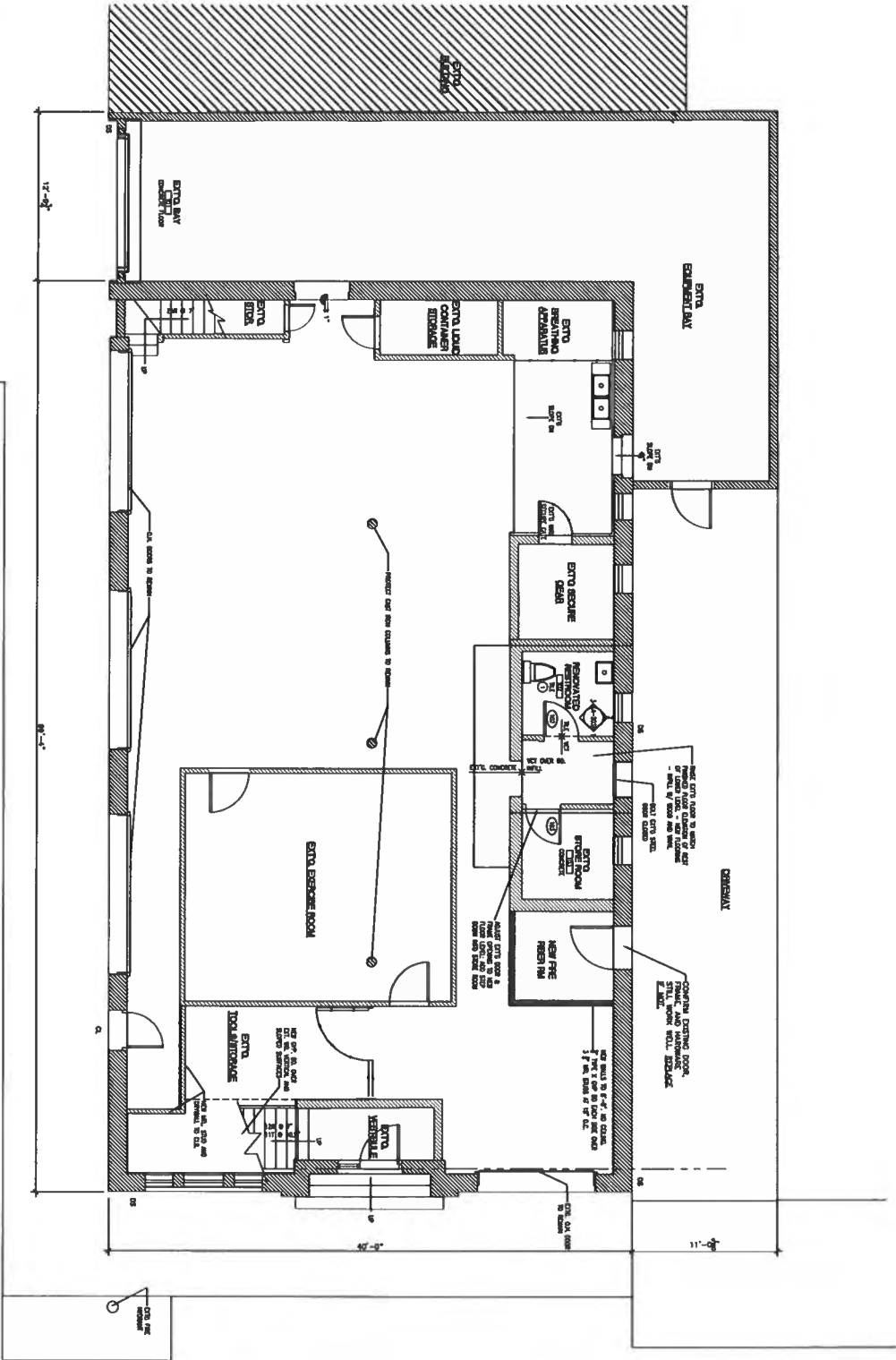
RENOVATION TO THE

LOCKHART FIRE STATION #1

201 W MARKET ST. LOCKHART, TEXAS 78644

 steinbomer advisors • public • international	PRELIMINARY THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INITIAL REVIEW. IT IS NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION. ROBERT A. STEINBOER TEXAS REG. #7986
1400 E. Champsade Ave., Suite 0302 Austin, TX 78704 TX 512-478-0022 www.stbfirm.com	

[illegible]



GENERAL NOTES

- 1. GENERAL NOTES: ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL FIRE CODE (IFC).
- 2. MATERIALS: ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
- 3. WORKMANSHIP: ALL WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL FIRE CODE (IFC).
- 4. PROTECTION: ALL EXISTING STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION.
- 5. SAFETY: ALL SAFETY PRECAUTIONS SHALL BE TAKEN DURING CONSTRUCTION.
- 6. ACCESS: ALL ACCESS SHALL BE MAINTAINED DURING CONSTRUCTION.
- 7. UTILITIES: ALL UTILITIES SHALL BE PROTECTED DURING CONSTRUCTION.
- 8. ENVIRONMENT: ALL ENVIRONMENTAL CONCERNS SHALL BE ADDRESSED DURING CONSTRUCTION.
- 9. HISTORIC: ALL HISTORIC FEATURES SHALL BE PRESERVED DURING CONSTRUCTION.
- 10. MONITORING: ALL CONSTRUCTION SHALL BE MONITORED DURING CONSTRUCTION.

LEGEND

- 1. CONCRETE: CONCRETE SHALL BE 4000 PSI.
- 2. STEEL: STEEL SHALL BE A36.
- 3. WOOD: WOOD SHALL BE SYPRESS.
- 4. GLASS: GLASS SHALL BE 1/2" THICK.
- 5. INSULATION: INSULATION SHALL BE R-15.
- 6. ROOFING: ROOFING SHALL BE 30 YEAR.
- 7. FLOORING: FLOORING SHALL BE 1/2" THICK.
- 8. WALLS: WALLS SHALL BE 8" THICK.
- 9. CEILING: CEILING SHALL BE 5' HIGH.
- 10. DOORS: DOORS SHALL BE 3' HIGH.
- 11. WINDOWS: WINDOWS SHALL BE 4' HIGH.
- 12. STAIRS: STAIRS SHALL BE 10' HIGH.
- 13. ELEVATORS: ELEVATORS SHALL BE 10' HIGH.
- 14. HALLWAYS: HALLWAYS SHALL BE 10' HIGH.
- 15. RESTROOMS: RESTROOMS SHALL BE 10' HIGH.
- 16. KITCHENS: KITCHENS SHALL BE 10' HIGH.
- 17. DINING ROOMS: DINING ROOMS SHALL BE 10' HIGH.
- 18. BEDROOMS: BEDROOMS SHALL BE 10' HIGH.
- 19. BATHROOMS: BATHROOMS SHALL BE 10' HIGH.
- 20. HALLWAYS: HALLWAYS SHALL BE 10' HIGH.

ADDITIONAL SCOPE NOTES

- 1. GENERAL NOTES: ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL FIRE CODE (IFC).
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- 3. WORKMANSHIP: ALL WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE INTERNATIONAL FIRE CODE (IFC).
- 4. PROTECTION: ALL EXISTING STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION.
- 5. SAFETY: ALL SAFETY PRECAUTIONS SHALL BE TAKEN DURING CONSTRUCTION.
- 6. ACCESS: ALL ACCESS SHALL BE MAINTAINED DURING CONSTRUCTION.
- 7. UTILITIES: ALL UTILITIES SHALL BE PROTECTED DURING CONSTRUCTION.
- 8. ENVIRONMENT: ALL ENVIRONMENTAL CONCERNS SHALL BE ADDRESSED DURING CONSTRUCTION.
- 9. HISTORIC: ALL HISTORIC FEATURES SHALL BE PRESERVED DURING CONSTRUCTION.
- 10. MONITORING: ALL CONSTRUCTION SHALL BE MONITORED DURING CONSTRUCTION.

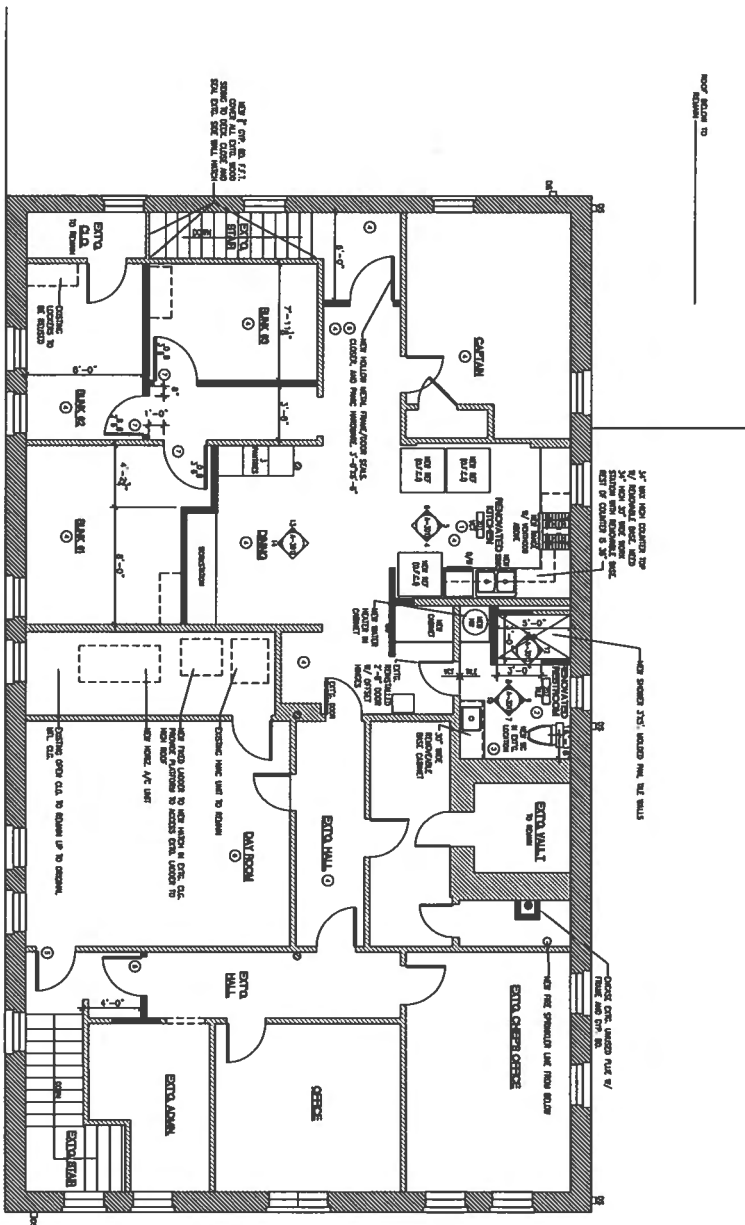
RENOVATION TO THE
LOCKHART FIRE STATION #1
201 W MARKET ST, LOCKHART, TEXAS 78644

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DATE	11/1/20
DRAWN	BAW/PL
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NO.	NOV/20
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DESCRIPTION	NOV/20

SHEET 1 OF 1
LOWER LEVEL
FLOOR PLAN
A-103



1 UPPER LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

LEGEND

- 1. ROUGH FLOORING
- 2. FINISH FLOORING
- 3. ROUGH WALLS
- 4. FINISH WALLS
- 5. ROUGH CEILING
- 6. FINISH CEILING
- 7. ROUGH DOORS
- 8. FINISH DOORS
- 9. ROUGH WINDOWS
- 10. FINISH WINDOWS

GENERAL SCOPE NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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ADDITIONAL SCOPE NOTES

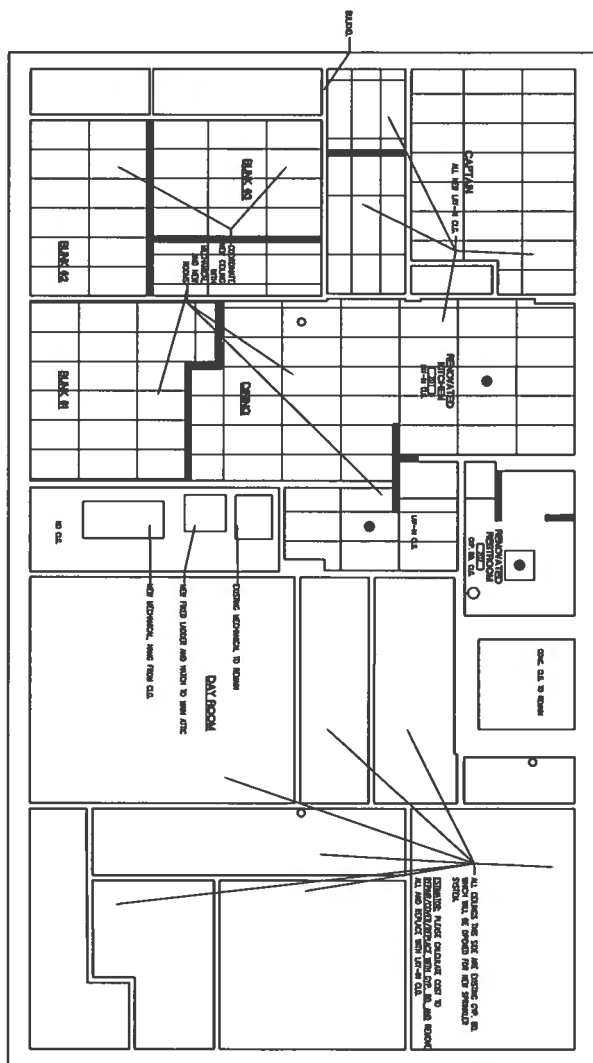
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RENOVATION TO THE
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201 W MARKET ST, LOCKHART, TEXAS 78644

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GENERAL NOTE:

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A NEW BUILDING FOR
LOCKHART FIRE STATION #1
BORCHERT LOOP, LOCKHART, TEXAS 78844

DATE	RD/11/11	
DRAWN	SL/P/RL	
SCALE	AS NOTED	
No.	Description	Date
	ENCLOSURE	7/2/87

SHEET X OF X
UPPER LEVEL -
REFLECTED COLUMN
PLANS
A-106

GENERAL NOTES

- [illegible]

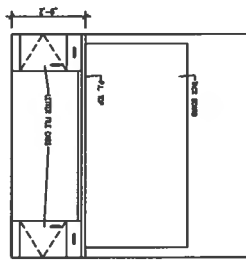
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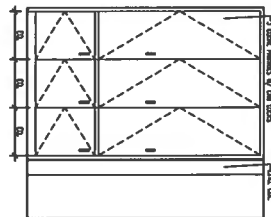
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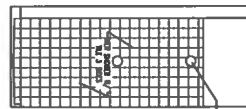
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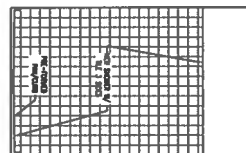
14 Diving South
Scale 1/2"=1'-0"



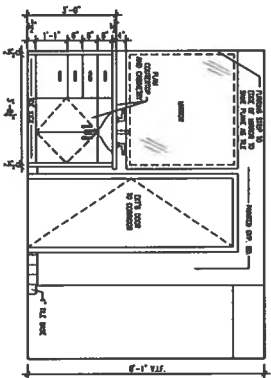
DANING WEST
SCALE: 1/2"=1'-0"



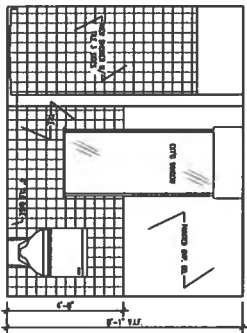
**RENOVATED RESTROOM 202 -
- SHOWER INDE EAST**
⑫ SCALE: 1/2"=1'-0"



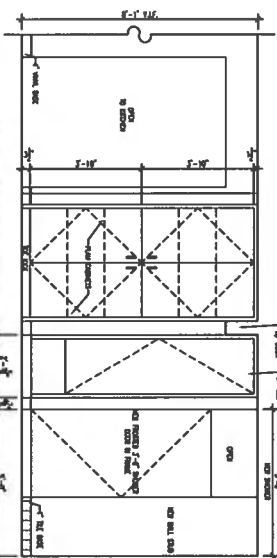
RENOVATED RESTROOM 202 -
- SHOWER INSIDE WEST
11 SCALE: 1/2"=1'-0"



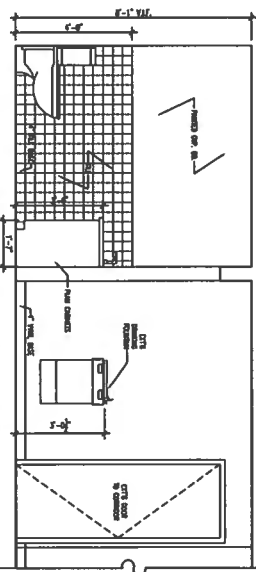
RENOVATED RESTROOM 202 - SOUTH
10 SCALE 1/2"=1'-0"



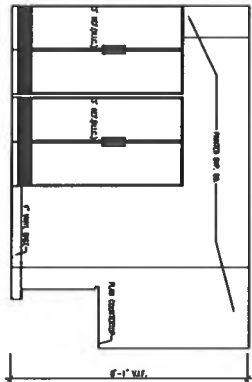
9 RENOVATED RESTROOM 202 - NORTH
SCALE: 1/2"=1'-0"



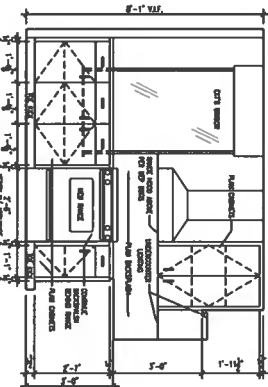
8 RENOVATED RESTROOM 202/HALL - WEST
SCALE 1/2"=1'-0"



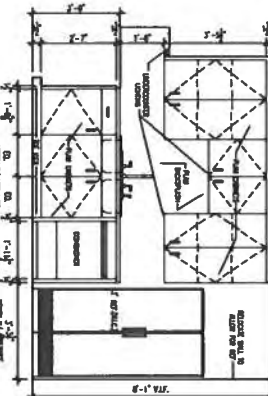
7 RENOVATED RESTROOM 202/HALL - EAST
SCALE: 1/4" = 1'-0"



⑥ **RENOVATED KITCHEN 201 - WEST**
SOLD: 1/2-1-0



RENOVATED KITCHEN 201 - NORTH
SQUARE 1/2 - 01-0



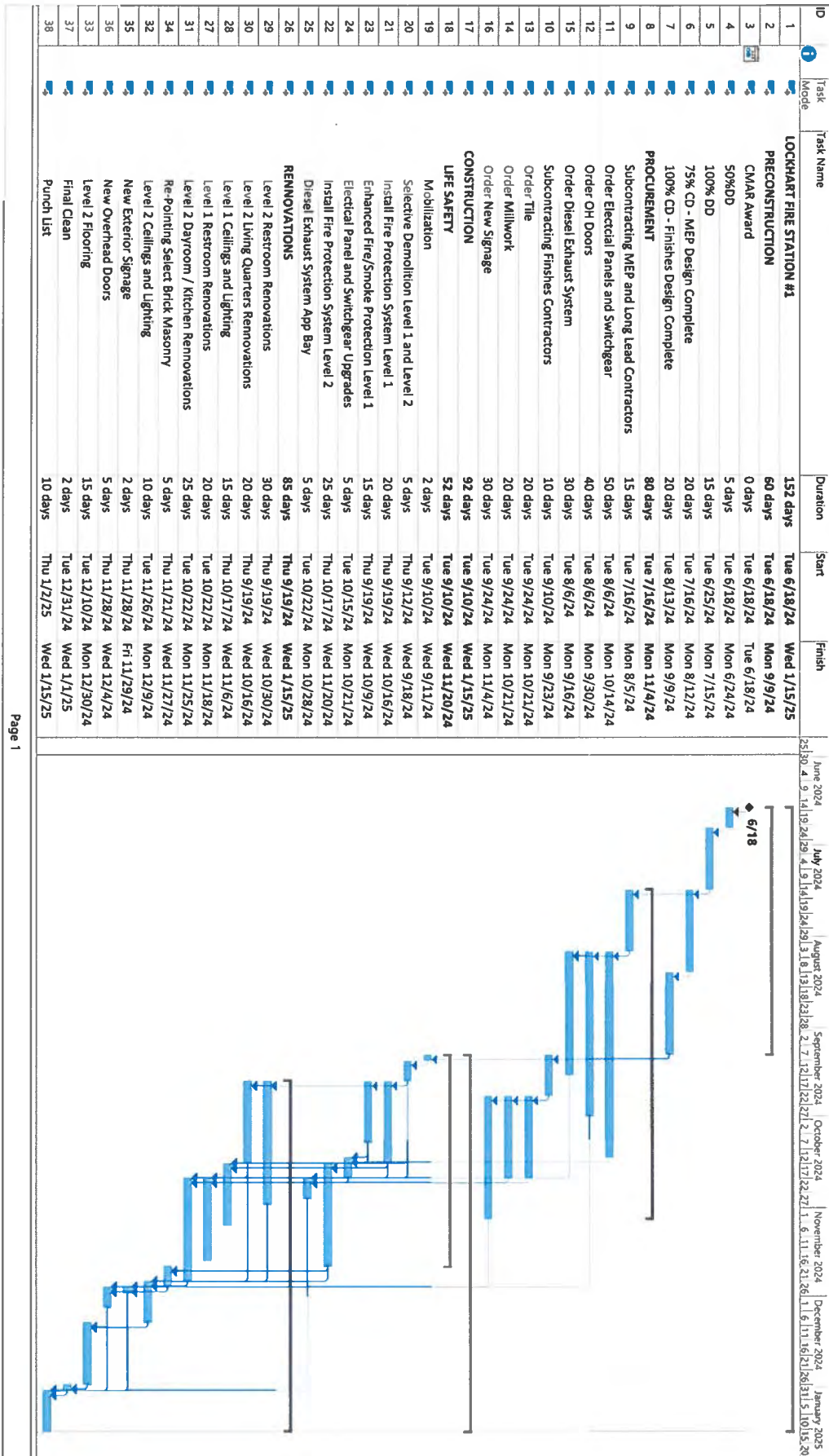
4 RENOVATED KITCHEN 201 - EAST
SOLD: 1/2-1-0

[illegible]

A NEW BUILDING FOR
LOCKHART FIRE STATION #1
BORCHERT LOOP, LOCKHART, TEXAS 78644

Lockhart Fire Station - Preliminary Schedule

LOCKHART FIRE STATION #1
RENOVATIONS



Page 1



EXHIBIT 1

TAB 5

PROPOSED FEES

1. **Construction Management at Risk Services Fee.** This fee is to be a fee percentage based on the Owner approved Guaranteed Maximum Price to provide comprehensive construction phase services for the project described in this RFQ/RFP and attached forms of agreement (Attachments C, D, and E).

The Cost of Work Times **Six Point Seventy-Five Percent (6.75%)**

The CMAR Fee shall include items listed in Attachment B – noted as “in Fee”.

2. **Pre-Construction Services:** To complete all work associated with Section 2 Project Scope, on the basis of a lump sum amount:

Lump Sum Pre-Construction Services \$ _____ \$(_____) **Included in Fee**

3. **Contractor Reimbursable General Conditions: Estimated Total General Conditions Cost based on**

Cost of Work **\$ Seventy-Six Thousand Five Hundred Thirty-Four Dollars and No Cents (\$76,534.00)**

as itemized on Attachment "B". Note on Attachment "B" any exceptions that you take with the itemized list. Utilizing the Schedule of General Conditions/General Requirements/Cost of Work (Attachment B), and the CMAR's knowledge of similar projects, provide an estimated cost for all labor, materials, and equipment to be included in the General Conditions cost of the project. Some items listed in the Schedule are not applicable and are to be identified as n/a.

4. **Payment & Performance Bonds:** Please provide an alternate proposal, the cost to provide Payment and Performance bonds for this work. Additionally, indicate the name of your bonding agent including your current bonding capacity expressed in net available, current bond positions and total bonding capacity.

Payment and Performance Bonds - **Included in General Conditions – Reference Attachment B – Item 77**

General Contractor's P & P Bond Percentage of Cost (Alternate) **\$1.50%**

Bonding Agent:

Markel Insurance Agency
Nate Badding, Director
9500 Arboreteum Blvd., Suite 400
Austin, Texas 78759
Phone: (512) 684-3463

We currently have \$89,271,917 in current bonding capacity. Our company bond limits are \$80,000,000 per project and \$200,000,000 aggregate. Please see our reference letter from our bonding agent under Tab 1 - Company Information on page 4.

5. **Subcontractor Bonds:** Please describe your company policy regarding subcontractor bonding requirements, if any. Indicate the mandatory nature of the bonding policy including contract thresholds for bond requirement and describe situations for waiving subcontractor bonds. Based on your corporate policy, please provide an estimate for subcontractor bond costs to be included in the Cost of Work, if any.

Subcontractor Bond Cost Estimate: \$ _____

Subcontractor Bond Rate Estimate: _____ Percent (_____ %)

Based on the scope of this project, we would not anticipate the need for subcontractor bonding.



EXHIBIT 1

6. **Subcontractor Default Insurance:** The owner is considering the requirement of Subcontractor Default Insurance in lieu of subcontractor bonding. Please provide the total cost to provide Subcontractor Default Insurance, which is included in the Cost of Work, if any. Also, please describe how the program would function, what entity is providing the insurance, how it would be administrated, deductible amounts, the method of billing actual cost for this program and potential dispensation of rebate savings at the conclusion of the warranty period. Please describe how deductible risk is included or not included in the cost the program.

Subcontractor Default Insurance Cost Estimate: \$ _____

Subcontractor Default Insurance Rate Estimate: _____ Percent (_____ %)

DWCC does not participate in any subcontractor default insurance programs as a cost savings to our Owners.

7. **Labor Burdens:** For estimating purposes, provide average percentage rates for payroll taxes, insurance, and benefits for salaried and hourly payroll costs. The burden rate established for this project should be representative of the actual costs of actual payroll, tax & insurance and benefits extended to the Contractor's employees. Labor burdens should not be a profit center and all labor burden components must be subject to an open book audit by Owner or its agents, to verify actual costs.

For purposes of defining PT&I and benefits on a fixed or audited actual basis, the burden rate shall be applied to base (not gross), or taxable, labor cost only and shall include all payroll taxes, workers compensation insurance and benefits, health insurance, vacation, holiday pay and retirement. The fixed rate only applies to full time employees who get full time benefits and shall not be charged on temporary, part time or intern employees who are not eligible for benefits like retirement, vacation, and health insurance. The burden rates shall not apply to premium portions of overtime.

Burden items that do not apply to the premium portion of overtime include, union benefits, workers compensation insurance, general liability insurance, health insurance, and vacation and holiday pay.

Salaried Burden: **39%**

Hourly Burden: **32%**

8. **Proposed Fee for Self-Performed Work.** The City of Lockhart will, when it's in the best interest of the owner, allow the successful CMAR to self-perform various components of the work. The CMAR will submit a closed bid for this self-performed work along with three (3) other bids in a closed bid opening with the owner.

DWCC does not anticipate self-performing any work related to this project.

9. **Clarifications, Exceptions, and Exclusions.** CMAR is to list all clarifications, exceptions, and exclusions relative to the proposed fees and other costs reflected above.

D. Wilson has no clarifications or assumptions as related to fees other than those enumerated above.

EXHIBIT 1

ATTACHMENT B - SCHEDULE OF GENERAL CONDITIONS/GENERAL REQUIREMENTS

ATTACHMENT B

List of General Conditions/General Requirements/Cost of Work

1) Field and home staff administration and supervision based on General Contractor's attached Project Schedule:

	<u>Raw Costs</u>	<u>Burden</u>	<u>% of Time</u>	<u>No. of Weeks</u>	
Project Manager	\$ 2,698.47 /wk x	39% x	25% x	12	wks = \$ 11,252.62
Assistant Project Manager	\$ 1,340.69 /wk x	39% x	25% x	12	wks = \$ 5,590.68
Superintendent	\$ 2,016.83 /wk x	39% x	100% x	12	wks = \$ 33,640.70
Assistant Superintendent	/wk x	39% x	25% x		wks = \$ -
Other _____	/wk x	39% x	0% x		wks = \$ -
Other _____	/wk x	39% x	0% x		wks = \$ -
Other _____	/wk x	39% x	0% x		wks = \$ -

Indicate the percentage of time your personnel will be dedicated solely to this project:

2) Field Engineering Labor with burden (See Note 1)	= \$ -
3) Field Engineering Equipment and Supplies (See Note 2)	= \$ 400.00
4) Field Project Office (See Note 3)	= use Building
5) Safety Equipment (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 750.00
6) First Aid Supplies (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 150.00
7) Fire Extinguishers (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 150.00
8) COVID-19 Testing (Site Office Personnel only)	= In Fee
9) Daily COVID-19 Screening (Sub contractor, vendors, suppliers)	= \$ -
10) Handrails/Toe Boards/Opening Protection	= C.O.W.
11) Fire Watch/Security Guards Services & System	= C.O.W.
12) Temporary Fences/Covered Walkways	= C.O.W.
13) Barricades	= C.O.W.
14) Safety Nets	= C.O.W.
15) Debris Removal and Haul-off, Dumpster Fees	= C.O.W.
16) Traffic Control/Roadway Maintenance & Resoration	= C.O.W.
18) Tool/Utility Trailer Rental	= C.O.W.
19) Water/Ice (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 150.00
20) Temporary Lighting/Wiring	= C.O.W.
21) Electrical Cost during Construction (Site Office and Personnel Only, Project Cost paid by Owner)	= use Building
22) Temporary Water Expense (Site Office and Personnel only, Project cost paid by Owner)	= use Building
23) Temporary Heating (Site Office and Personnel only, Project Cost in Cost of the Work)	= use Building
24) Temporary Cooling Expense (Site Office and Personnel only, Project Cost in Cost of Work)	= use Building
25) Temporary Stairs/Enclosures/Partitions	= C.O.W.
26) Project Signs/Bulletin Boards	= \$ 500.00
27) Dewatering Equipment	= C.O.W.
28) Generators	= C.O.W.
29) Material Hoisting	= C.O.W.
30) As-Built Documents (Drafting/Printing/Digital)	= \$ 750.00
31) Field Office Supplies and Materials	= \$ 150.00
32) Portable Toilets and Sanitation (Site Office and Personnel only, Project Cost in Cost of Work)	= \$ 750.00
33) Postage/Express/Courier/Delivery Services	= \$ 150.00
34) Bid Plans and Change Order Printing	= \$ 500.00
35) Copy Machine and Paper	= \$ 250.00
36) Telephone, Cell, Paging, Radios, Internet	= \$ 600.00
37) Internet Based Project Management System/Software	= In Fee

EXHIBIT 1

ATTACHMENT B

38)	Corporate Executives/Principles/Project Executive	=	In Fee
39)	Legal	=	In Fee
40)	Accounting	=	In Fee
41)	QA/QC	=	In Fee
42)	Risk Management	=	In Fee
43)	Production Engineering	=	In Fee
44)	Purchasing/Procurement	=	In Fee
45)	Cost Engineers (except Pre-Construction)	=	In Fee
46)	BIM Manager/Coordinator	=	In Fee
47)	Secretarial/Administrative/Clerk (off-site)	=	In Fee
47)	Off-Site Staff Travel & Transportation	=	In Fee
48)	Staff Training & Continuing Education	=	In Fee
49)	Executive/Leadership Transportation	=	In Fee
50)	Bonuses	=	In Fee
51)	Corporate IT/Systems and Fees	=	In Fee
52)	Presentation Charts and Graphics	=	In Fee
53)	Warranty Inspection and Coordination	=	In Fee
54)	CMAR Licenses/Fees	=	In Fee
55)	AGC Association Fees	=	In Fee
56)	Off-Site Insurance	=	In Fee
57)	Personal Computers On-Site/Network Connections	=	\$ 900.00
58)	Operations & Maintenance Manuals (Printing and Digital)	=	\$ 400.00
59)	Owner Operations and On-site Training	=	C.O.W.
60)	Janitorial – weekly clean-up (Site Office and Personnel only, Project Cost in Cost of Work)	=	N/A
61)	Final Clean-up	=	C.O.W.
62)	Small Tools and Consumables (See Note 4)	=	N/A
63)	Vehicle Rental / Truck Allowance (Superintendent/On-Site Project Manager)	=	<i>in Salaries</i>
64)	Equipment Fuel, Maintenance, and Repair	=	C.O.W.
65)	Storage Yard Rental	=	N/A
66)	Parking Lot/Space Rentals	=	N/A
67)	Parking Fees/Shuttle Expenses	=	N/A
68)	Trade Permits	=	C.O.W.
69)	Building Permit	=	<i>C.O.W.</i>
70)	All Risk Builder's Risk Insurance/Installation Floater	=	\$ 2,500.00
71)	Commercial General & Excess Liability Insurance	=	\$ 6,500.00
72)	Workman's Compensation/Employer's Liability Insurance	=	<i>w/Gen. Liability</i>
73)	Commercial Automobile Liability	=	<i>w/Gen. Liability</i>
74)	Umbrella Liability Insurance	=	<i>w/Gen. Liability</i>
75)	Subcontractor Bonds	=	C.O.W.
76)	Supplier Bonds	=	C.O.W.
77)	Performance and Payment Bonds	=	\$ 10,500.00
Subtotal: (Items 2-77)		=	\$ 26,050.00
Total Maximum General Contitions (Items 1-77)		=	\$ 76,534.00

EXHIBIT 1

ATTACHMENT B

Note: Please indicate with a N/A the items above that, in your opinion, do not apply to this project.

Please indicate with a "0" (zero) the items above that are included in your fee.

C.O.W. = Cost of Work

***See General Note on General Conditions Assumptions regarding overall approach to pricing General Conditions.

General Conditions Assumptions

General Note In general, it is the intent that the General Conditions proposed are inclusive of costs associated with the Contractor's field office compound AND the building and sitework construction (example – portable toilets and sanitation shall be included for the field office compound as well as portable toilets distributed around site, inside and outside of building as required).

Note 1 – Field Engineering General Contractor shall provide line, grade, plumb and dimensional control for the site and building construction except as follows:

Assume the major subcontractors such as site utility construction, steel erection, turnkey site and building concrete including place and finish, electrical, mechanical, masonry, glass and glazing and drywall will provide their own engineering from control provided by the General Contractor (examples of GC's control include major grid control, exterior face of building line with offset, floor and roof opening control, elevation benchmarks, and major work points and radiuses defined in the Contract Documents).

Assume General Contractor will provide QA/QC engineering of subcontractor engineering described above by providing frequent and random checks of subcontractor engineering work. Assume engineering for cut and fill of the site and building pad construction will be provided by subcontractor.

Assume General Contractor will provide all engineering for structural excavation.

Note 2 – Field Engineering Equipment and Supplies General Contractor shall provide all equipment and supplies related to General Contractor's engineering activities as described in Note 1 above. This line item should include all job site radios for engineering and site staff.

Note 3 – Field Project Office In addition to General Contractor's temporary office facilities, include all storage containers, tool vaults, chemical storage containers, door hardware inventory and storage facilities, etc.

Note 4 – Small Tools and Consumables General Contractor shall provide all small tools and consumables related to performance of contractor's self-performed work only. For the purposes of this proposal, General Contractor should assume that the only self-performed work includes construction and maintenance of temporary facilities and roads, rough carpentry, safety and accident prevention, cleaning, and site maintenance.

EXHIBIT 1

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

« Fire Station No. 1 Remodel Project »
« »

THE OWNER:
(Name, legal status and address)

« City of Lockhart, Texas »« »
« 308 W. San Antonio St.
P.O. Box 239
Lockhart, Texas 78644 »

THE ARCHITECT:
(Name, legal status and address)

Steinbomer & Associates, Architects, Inc. dba Sudio Steinbomer Architecture and Interiors
4303 Medical Parkway
Austin, TX 78756

TABLE OF ARTICLES

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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EXHIBIT 1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. While the proposal submitted by the Contractor prior to the execution of the Contract Documents is considered part of the Agreement, the terms contained within the proposal are only integrated into the Agreement to the extent that they do not conflict with the other Contract Documents. To the extent that there is a conflict between the proposal and the other Contract Documents, the other Contract Documents shall control.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect'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 other labor, materials, equipment, and services provided or to be provided by the Contractor 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 of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the Architect as identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 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.

EXHIBIT 1

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 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.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 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.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner 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 Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

EXHIBIT 1

Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Evidence of the Owner’s Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fifteen (15) days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner, with the help of the Architect, shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Owner does not guarantee the accuracy of the information furnished and the Contractor shall exercise proper precautions relating to the safe performance of the Work.

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§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, 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 a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 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 ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have and in its sole discretion, correct such default or neglect. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner's administration of the Contract, the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, 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 pursuant to Section 2.3.4, 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 coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Owner or Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the

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Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

The Contractor shall be responsible for pursuing with the State Comptroller any tax exemption for equipment and/or materials to be incorporated into this Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 Unless specifically stated otherwise, the Contractor shall secure and pay for all permits, approvals, and fees required for the Work, including but not limited to: impact fees, building permit, mechanical permit, electrical permit, plumbing permit, sign permit, water taps, sewer taps, water meters, fire hydrants, detector check devices, temporary sanitary facilities, and the like; and may be reimbursed specifically for the costs of impact fees, building permit, mechanical permit, electrical permit, plumbing permit, sign permit, water taps, sewer taps, water meters, fire hydrants, and detector check devices.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 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,

- .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;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever 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 with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within fourteen (14) days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

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similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate 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 examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, 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.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) 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 Architect.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change 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 Architect'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 Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that 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.

§ 3.12.10.1 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 Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 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. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a Separate Contractor its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 CONTRACTOR DOES HEREBY AGREE TO, INDEMNIFY, DEFEND, AND HOLD HARMLESS

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OWNER AND ALL OF ITS OFFICIAL, OFFICERS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND ALL OF THE ARCHITECT'S AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS, , OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS, AND ATTORNEYS' FEES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. SUCH INDEMNITY SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility 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.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect 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 Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect'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 Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner and Architect shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect 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. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 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 the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. 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, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. 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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 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 increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and 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 construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 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 Architect 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 execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, 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 Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, 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 Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

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- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement 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.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. 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, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim 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 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 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 Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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 Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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

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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 satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such 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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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 specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect 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 suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect'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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect 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 Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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 not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the timeframe established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (7) additional days' notice to the Owner and Architect, stop

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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 shutdown, delay and start-up, plus interest 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.

§ 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 Architect 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 Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect'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 notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 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 and authorized by public authorities having jurisdiction over the Project. 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 payments, retainage, if any, 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 to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage 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 Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect 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 otherwise agreed upon, 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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will

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promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, 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 the 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 Architect 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 making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .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.

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under 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) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 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 Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party 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, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

Contractor and Architect acknowledge that, regardless of the terms contained within the Contract Documents, the Owner is a government entity with immunity from all claims for property damage, personal injury, or death unless specifically waived pursuant to Texas Civil Practice and Remedies Code Chapter 101, known as the Texas Tort Claims Act. Nothing herein shall be construed to be a grant of the Owner's waiver of immunity outside the limitations specified by the Legislature under the Texas Tort Claims Act.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent 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 Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in Section 14.3 of the AIA Document A133-2019. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide both a payment and performance bond before commencing Work on the Project in accordance with Texas Government Code Sec. 2253.021. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the State of Texas.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Intentionally omitted.

§ 11.2.2 Intentionally omitted.

§ 11.2.3 Intentionally omitted.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused to the extent such loss is covered by the insurance policy.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the

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Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work 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.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate described in Texas Government Code Sec. 2251.012(b).

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing

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portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise commits a material breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, , without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 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.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

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properly executed; reasonable costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract 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. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work as prescribed in Texas Civil Practice and Remedies Code Section 16.009 subject to the exceptions stated in Texas Government Code Section 2272.005. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and/or binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision, but not the underlying Claim.

EXHIBIT 1

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Intentionally omitted.

§ 15.3.2 The parties shall endeavor to resolve their Claims by voluntary mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision, but not the underlying Claim on which the initial decision is based.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Binding Dispute Resolution

§ 15.4.1 Pursuant to Section 12.2 of the AIA Document A133-2019, any Claim arising out of the terms of the Contract Documents or performance of the Work, including those subject to, but not resolved by voluntary mediation pursuant to this Article 15, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Caldwell County, Texas.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding the appointment of members to a citizen planning committee regarding the City of Lockhart's activities to commemorate and celebrate the 250th anniversary of the signing of the Declaration of Independence on July 4, 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On July 15, 2025, Council discussed the 250th anniversary of the signing of the Declaration of Independence on July 4, 2026 and how the City of Lockhart could develop its own spirited tribute to celebrate this occasion.

There was a consensus to appoint members to a citizen planning committee at a future meeting to explore and possibly plan activities to celebrate the 250th anniversary.

During the August 5, 2025 City Council meeting, Council appointed the following individuals to serve on the committee, with a consensus to make additional appointments during the upcoming August 19, 2025 meeting:

Ron Faulstich	Deanna Juarez
Travis Tober	Megan Carvajal
Jim Lee	A Chamber Board member
Kay Askins	Janet Pitre
Rob Ortiz	Cynthia Solis Ramirez
Whitney Abel	Mayor Pro-Tem Gonzales-Sanchez
Robbie Abel	Jennifer Ochoa
B J Westmoreland	Quartermetra Hughes
Ed Theriot	Councilmember Michelson
Adam Miller	

During the U.S. bicentennial in 1976, communities devised their own local celebrations including: community parties, concerts, parades, airshows, fireworks, storytelling, re-enactments, civics instruction, etc.

A review of the 1976 Lockhart Post Register archives reveals the following events/activities took place in Lockhart:

- Bicentennial Salute - 2,000 balloons launched and given to children.
- Bicentennial Dance - At City Park, sponsored by Lockhart Jaycees.
- 4th of July Dance in Rockne.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- Daughters of the Revolution - Invitation to a local chapter meeting at the Caldwell County District Courtroom.
- Bicentennial Savings Bond - Lockhart State Bank sold Independence Day Savings Bonds and marketed them as "collectors items."

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: August 5, 2025: initial appointment of committee members.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: August 19, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding nomination of Jason De La Cruz to the Construction Board of Appeals by Councilmember John Castillo for a term to expire in November 2025.

ORIGINATING DEPARTMENT AND CONTACT: Council - John Castillo

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Councilmember John Castillo has nominated Jason De La Cruz to be appointed to the Construction Board of Appeals.

After reviewing the application, Mr. De La Cruz meets the qualifications to serve on a city board.

Resolution 2024-02 was adopted in 2024 establishing administrative procedures for the nomination of board and commission members to include a 2-step process. First, the nomination is to be placed on the agenda as "announcement of nomination" followed by a notice on a subsequent agenda as "discussion and/or action on the nomination."

The announcement of nomination occurred during the August 5, 2025 Council meeting.

Action of appointment, should Council move to appoint Mr. De La Cruz to the board, will occur during the August 19, 2025 meeting.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None. Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: CBOA Roster, Jason de la Cruz - CBOA Application,

CONSTRUCTION BOARD OF APPEALS & ADJUSTMENTS

First	Last	Title	Address1	Construction Experience?	Council Member	Date Appt	Exp
Jerry	West	Vice-Chair County Resident	PO Box 41	Yes	John Lairsen	2/20/2024	2026
Raymond	DeLeon		1015 San Sacinto		Mayor White	1/19/2021	2026
Ian	Stowe		428 Trinity St.		Jeffry Michelson	12/20/2022	2026
VACANT	Oscar Torres	automatic resignation - missed 3+ consecutive meetings			John Castillo		
VACANT	Paul Martinez resigned	11-2-22 (county resident)			Angie Sanchez		2022
Gary	Schafer	Alternate	1212 Orange St.	Yes (Project Manager)	Brad Westmorel and	2/4/2020	2022
Michael	Voetee		517 E. Live Oak	Yes	Juan Mendoza	12/17/2019	2022

NOTES:

Section B104.4, Board Decision, is amended to read as follows:

The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances].

Section B101.2, Membership of Board, is amended to read as follows:

Each District Council Member and the Mayor shall appoint one member of the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.

Section 2-209- Method of Selection (6) Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County, to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals.

* Quorum - three members

APPLICANT'S NAME: Jason De La CruzBOARD NAME(S): Construction Board of Appeals

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: ~~2006~~ 2006
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2011
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:Construction Board

- Y or N Qualified by experience and/or training to pass on matters pertaining to building construction?
If yes, see application for details. (CURRENTLY A LICENSED CONTRACTOR IN THE CITY OF LOCKHART)
- Y or N City Resident?
- Y or N If no, Caldwell County resident?
- Up to two members who are not city residents but are residents of Caldwell County may serve.
- Current # members that are county residents? _____
- Y or N Employee of the City of Lockhart?

Construction Board of Appeals meets on the first and third Thursday at 9:00 a.m. each month if there are items pending the Board's review. The Board shall have the power to hear appeals of decisions and interpretations of the building official and to consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of the Lockhart Code of Ordinances. The Board shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart. Up to two members who are not city residents but are residents of Caldwell County may serve on the Board. The Board consists of seven members that serve a three-year term. The Building Official is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES: _____

MAY 20 2025

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

**CITY OF LOCKHART
CITY SECRETARY'S OFFICE****1. PERSONAL INFORMATION**

Full Legal Name	Jason De la Cruz		Preferred Name	Jany De la Cruz	
Physical Home Address	1607 Bluebell Circle				
Mailing Address (if different)					
City	Lockhart	State	Texas	Zip	78644
Home Phone	(512) 947-5089		Work Phone	Same	
Mobile Phone	-				
Email Address					
Date of Birth					

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐	Airport Advisory Board	☐	Animal Shelter Advisory Board
☐	Zoning Board of Adjustment & Appeals	☐	Historical Preservation Commission
☐	Charter Review Commission	☐	Hotel Occupancy Tax Advisory Board
☒	Construction Board of Appeals	☐	Library Advisory Board
☐	Economic Development Corp (1/2 Cent Sales Tax)	☐	Parks & Recreation Advisory Board
☐	Electric Board	☐	Planning & Zoning Commission

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

As a long-time community member and experienced construction professional, I'm committed to public safety, fair decision-making, and upholding local building standards. With 20 years of experience managing residential and commercial projects, coordinating with officials, and ensuring code compliance, I bring practical insight and problem-solving skills to the table. My role as a business owner reflects the accountability, professionalism, and sound judgement essential for serving on the Construction Board of Appeals.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

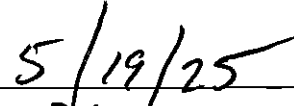
For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.


Applicant's Signature


Date

Completed application, resume and letter of interest may be submitted in person, email, or by mail to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
jbowermon@lockhart-tx.org



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

