



City of Hutto

Agenda

Hutto Economic Development Corp. Type A and Type B Board of Directors Meeting Monday, June 8, 2026 at 6:30 PM City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 3 business days prior to the scheduled date of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER

2. ROLL CALL

- 2.1. Caitlin Morales, Vice Chair
Irma Gonzalez, Secretary/Treasurer
Mike Snyder, Board Member
Dan Thornton, Board Member
Evan Porterfield, Board Member
Jim Morris, Board Member

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the Hutto Economic Development Corporation Type A and the Hutto Economic Development Corporation Type B on agenda issues and on agenda issues (i.e., Corporation policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4913 during business hours. Each person providing public comment will be limited to 3 minutes. (Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits governing bodies from a full discussion, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the Corporation Staff for action may be placed on the agenda of a future meeting.)

5. PUBLIC HEARINGS

- 5.1. Pursuant to Texas Local Government Code Section 505.159, conduct a Public Hearing for the consideration of Incentives in support of Project Air.

6. PRESENTATIONS

- 6.1. Discuss and consider a presentation regarding a request for incentives for AlphaGraphics location in Hutto.

7. AGENDA ITEMS

- 7.1. Discuss and consider action to approve the Strategic Plan for the Corporation. (David Amsler)

- 7.2. Discuss and consider action to approve the Corporation's monthly financial report for May 2026
- 7.3. Discuss and consider action on Resolution R-HEDC-2026-028 to approve a contract with REsimplifi for a real estate reporting platform and the associated expense of \$6,000.00 for the Fiscal Year 2026 Budget.
- 7.4. Discuss and consider Resolution R-HEDC-2026-029 approving a budget amendment for the corporation related to Resimplifi software.
- 7.5. Discuss and consider action on Resolution R-HEDC-2026-038 to approve the Fiscal Year 2027 Budget of the Corporation and recommend to the Hutto City Council for consideration and approval.
- 7.6. Discuss and consider action on Resolution R-HEDC-2026-015 to approve the Strategic Plan for the Corporation.
- 7.7. Discuss and consider action regarding the planning and development of City of Hutto Fire Station #1.
- 7.8. Discuss and consider action on Resolution R-HEDC-2026-025 to approve a construction contract form document for the Corporation.
- 7.9. Discuss and consider action to reschedule the July 6, 2026 regular Board meeting.
- 7.10. Discuss and consider action to approve the minutes from the regular meeting on May 11, 2026 and Special Called Joint Meeting with City Council on May 26, 2026.

8. EXECUTIVE SESSION

The Board will now recess the open meeting and reconvene in executive session pursuant to Texas Government Code Section 551.071 (Attorney Consultation), 551.087 (Economic Development), and 551.072 (Real Property) to deliberate and seek legal advice regarding the following economic development projects: Project Core, Project Lake, the Megasite project, Project Blue Hub, Project West, Project Heartbeat, Project Air, Project Orchard, Project Shrine, Project Robot View, Project Cold Plate, Project Dynamite; the design contract for the Pecan Street Improvement Project; potential real estate transactions; removal of a house located on the Megasite; the incentive agreement for Hutto Hospitality; a possible incentive for AlphaGraphics; the planning and development of the Cottonwood Properties and any related incentives; possible litigation with Midway; infrastructure projects impacting Corporation owned property; alcohol zoning for the City of Hutto; proposed Hutto Fire Station #1; and the evaluation of available corporate funds for incentives.

9. ACTION RELATIVE TO EXECUTIVE SESSION

- 9.1. Discuss and consider action on Resolution R-HEDC-2026-031 to award the design for the Pecan Street Improvement Project and authorize City Staff to engage in contract negotiations and execute the agreement within the scope of specified authority.
- 9.2. Discuss and consider action on Resolution R-HEDC-2026-039 to approve an Economic Development Performance Agreement (EDPA) for Project Air.
- 9.3. Discuss and consider action regarding the removal of the house located on the Corporation-owned Megasite property at 11700 Hwy 79.
- 9.4. Discuss and consider action to engage additional Legal Services in support of speciality projects and initiatives of the Corporation.
- 9.5. Consideration and possible action related to Executive Session agenda items, listed above.

10. FUTURE AGENDA ITEMS

11. ADJOURNMENT

12. CERTIFICATION



Angel Kavanaugh

Senior Management Assistant

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttotx.gov or call (512) 759-4033 for assistance.

The Board reserves the right to recess the open session of the meeting and reconvene in Executive Session at any time between the meeting's opening and adjournment by majority vote on any item on the agenda for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding gifts and donations pursuant to Chapter 551.073 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the Board's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the item discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.



HUTTO ECONOMIC DEVELOPMENT CORPORATION

STRATEGIC PLAN

2026-2028



OUR MISSION

To build a better Hutto by attracting and retaining **strong businesses**, supporting high-value projects that create **quality jobs**, **reduce the tax burden**, and **enhance our community's quality of life**.



A MESSAGE FROM THE BOARD

The Hutto Economic Development Corporation Board of Directors presents this Strategic Plan with a unified commitment to a focused approach, accountability, and long-term value for the community. As a Type B corporation, we recognize that economic growth and quality of life are inseparable. Our priorities center on preparing key sites and infrastructure, attracting and supporting businesses that strengthen the tax base, and building a resilient local economy that can adapt as conditions change.

Infrastructure readiness remains essential to Hutto's future. The completion of Krueger Boulevard demonstrates how strategic investments open the door to new opportunity. By providing critical access to the 1,400 acre Megasite, this corridor positions Hutto to attract employers, create quality jobs, and expand the city's economic base. This Strategic Plan builds on that success by committing to continued investment in infrastructure that will shape Hutto's economic future and elevate the community's quality of life.

We are equally committed to strengthening the heart of the community through continued Downtown revitalization. A vibrant and active downtown supports local businesses, attracts

visitors, and reinforces Hutto's identity as a welcoming and distinctive place to live and invest.

Our business recruitment efforts will focus on uses that align with community demand and contribute to long-term fiscal health, including retail, dining, entertainment, and destination experiences that generate sustained sales tax revenue. Alongside these efforts, we will pursue employers in approved incentive sectors that create skilled jobs and strengthen Hutto's economic foundation. This approach is complemented by a commitment to championing existing businesses by advocating to remove barriers to sustained success and ensuring Hutto remains a dynamic place to grow.

A strong local economy gives residents and businesses confidence that Hutto can weather change and continue to thrive. By using data to guide decisions and maintaining a healthy mix of industries and revenue sources, we're working to protect the community's long-term prosperity.

As a Board, we hold ourselves accountable to measurable progress, responsible stewardship of public resources, and ongoing collaboration with city leadership, local businesses, community partners, and residents. This strategic plan reflects our collective vision and our commitment to delivering results.





**CHENEY GAMBOA,
DIRECTOR OF
ECONOMIC DEVELOPMENT**

Hutto’s momentum is real, and this strategic plan is our commitment to turning that momentum into measurable progress. Every action we take must strengthen the city’s economic foundation, support the businesses that invest here, and create opportunities that benefit residents today and in the future.

The work ahead is both practical and deeply meaningful. Preparing key sites, advancing infrastructure, and positioning the Megasite for high-quality employers are not just technical tasks; they are investments in the kind of community we want Hutto to be.

Supporting existing businesses remains central to our mission. Their success is a reflection of Hutto’s strength, and we will stay engaged, remove barriers where we can, and help create an environment where success is encouraged and growth feels inevitable. Downtown revitalization will continue to be a priority as we strengthen the heart of our community and create a place that reflects Hutto’s character, ambition, and entrepreneurial spirit.

We will use data to guide decisions, track performance, and adapt as conditions change, all in service of clear outcomes: stronger revenue, quality jobs, and a development environment that is consistent, transparent, and aligned with long-term community benefit. This plan sets our direction, but our follow-through will define our impact, and I’m grateful for the trust placed in our team as we work to deliver results that move Hutto forward.

CONTACT CHENEY:

CHENEY.GAMBOA@HUTTOTX.GOV
(512) 318-0566

CONTACT THE TEAM:

JENNIFER DEROECK
MARKETING SPECIALIST
JENNIFER.DEROECK@HUTTOTX.GOV

EMILY BETROS
BUSINESS RESOURCE SPECIALIST
EMILY.BETROS@HUTTOTX.GOV



This Strategic Plan provides clear direction for how the Hutto Economic Development Corporation sets priorities, evaluates opportunities, and measures progress. It is intended to guide decision-making and bring focus and discipline to economic development efforts.



WHAT THIS PLAN IS

This plan serves as a practical decision-making framework for business attraction, infrastructure readiness, use of incentives, and program alignment. It establishes priorities and desired outcomes, and provides a basis for tracking progress and reporting results to the Board and community.

WHAT THIS PLAN IS NOT

This plan serves as a high-level framework to guide future decision-making. It identifies goals and opportunities for Hutto, while recognizing that individual projects or developments will depend on future approvals, market conditions, partnerships, and City processes.

PLANNING HORIZON

This plan is a commitment to guide HEDC efforts over a two-to-three-year period, and is intended to serve as a fixed framework for decision-making and resource allocation.

ROLES & RESPONSIBILITIES

The HEDC Board sets the strategic direction and defines success. The Executive Director leads the execution and reports progress. The City of Hutto remains a key partner and retains its respective authorities and responsibilities.



STRATEGIC PILLARS + OBJECTIVES

1. INFRASTRUCTURE READINESS & STRATEGIC DEVELOPMENT

Hutto's ability to attract high-value projects depends on infrastructure readiness and the timely delivery of major capital improvement projects. The HEDC will focus on positioning priority sites for development and supporting efficient project delivery in coordination with strong private partners.

1A Position priority sites for near- and mid-term development

Ensure priority retail, mixed-use, and employment sites are infrastructure-ready and competitively positioned to attract investment.

1B Support strategic acceleration of critical infrastructure projects

Support the timely completion of major capital improvement projects by enabling flexibility and coordination with strong private partners to advance economic development outcomes.

2. BUSINESS ATTRACTION & RECRUITMENT

The HEDC will pursue disciplined business attraction strategies that strengthen Hutto's tax base, support long-term fiscal sustainability, and align with identified community and economic priorities. Emphasis will be placed on recruiting destination retail, healthcare, major employers, and other uses that generate sustained economic activity and community benefit.

2A Focus recruitment on Board-priority business categories that generate long-term economic value

Prioritize destination retail, grocery anchors, healthcare services, entertainment, family-oriented uses, major employers, and other targeted industries that contribute to sustained sales tax growth, employment opportunities, and regional destination appeal.

2B Use incentives strategically to support long-term economic return

Leverage incentives and partnerships that support clustering, co-tenancy, and long-term performance rather than one-time wins.

2C Compete for the right projects through clarity, preparation and disciplined approach

Clearly communicate expectations, site location specifics, and incentive guidelines so developers can quickly determine whether Hutto is the right fit.

2D Monitor recruitment pipeline and agreement performance

Track executed agreements, projected economic impacts, and actual project performance to evaluate outcomes, improve decision-making, and guide future recruitment and incentive strategies.

3. BUSINESS RETENTION & EXPANSION

Retaining and expanding existing businesses is essential to maintaining a competitive local economy. The HEDC will focus on removing barriers to growth and ensuring Hutto remains an attractive place to grow.

3A Identify and address policies, procedures, and development processes that impact business success

Engage with existing businesses and community partners to create or change internal policies and procedures to improve the overall business environment.

3B Support business expansion through targeted coordination

Coordinate with relevant partners as needed to address common external constraints impacting business growth, such as workforce availability and site limitations.

4. ECONOMIC RESILIENCE

A balanced and resilient economy that supports long-term fiscal stability and reduces exposure to market volatility. The HEDC will use data and performance monitoring to guide decisions and adjust strategies as conditions change.

4A Use economic data to guide decisions

Monitor economic trends and performance indicators to inform recruitment priorities, incentive use, and strategic adjustments.

4B Monitor economic concentration and diversification trends to support long-term fiscal resilience

Pursue economic diversification that limits overreliance on any single industry or revenue stream while supporting sound economic performance.

4C Regularly evaluate and adjust HEDC programs, incentives, and investments based on performance and economic impact

Evaluate HEDC program and initiative outcomes to ensure alignment with Board priorities, community demand, and measurable results.

KEY PERFORMANCE INDICATORS (KPI FRAMEWORK)

STRATEGIC PILLAR	PRIMARY FOCUS	KEY PERFORMANCE INDICATORS
Pillar 1: Infrastructure Readiness & Strategic Development	Speed and project readiness	◇ Achieve Board-adopted milestone targets for priority economic development infrastructure projects.
Pillar 2: Business Attraction & Recruitment	Sales tax growth and discipline	◇ Achieve annual taxable sales growth of approximately 4-6% annually, adjusted periodically based on market conditions and infrastructure readiness. ◇ Recruit or secure commitments from at least two Board-priority target categories during the planning period. ◇ Recruit at least one major employment or destination project during the planning period. ◇ Achieve at least 80% performance attainment for incentive-supported projects based on approved agreement metrics.
Pillar 3: Business Retention & Expansion	Reinvestment and predictability	◇ Identify and address at least four recurring development, permitting or business process barriers annually. ◇ Conduct at least four stakeholder feedback and business climate sessions annually with developers, brokers, architects, engineers, contractors, workforce partners, educational institutions, and business stakeholders. ◇ Establish and monitor stakeholder satisfaction with development and business support processes, demonstrating annual improvement over baseline results.
Pillar 4: Economic Resilience	Balance and risk management	◇ Monitor industry composition, major taxpayer concentration, and economic diversification trends to inform long-term resilience planning. ◇ Conduct an annual review of incentive-supported projects and economic development investments to assess economic impact and return on investment. ◇ Complete an annual review and adjustment of HEDC programs based on performance, economic outcomes, market conditions, and Board priorities.



HUTTO ECONOMIC DEVELOPMENT CORPORATION BOARD MEMBERS

Vacant, Board Chair

Caitlin Morales, Vice Chair

Irma Gonzalez, Secretary/Treasurer

Jim Morris, Board Member

Evan Porterfield, Board Member

Mike Snyder, Board Member

Dan Thornton, Board Member



Adopted by the Hutto Economic Development Corporation

**HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE A AND B
RESOLUTION NO. R-HEDC-2026-015**

**A RESOLUTION OF THE HUTTO ECONOMIC DEVELOPMENT
CORPORATION TYPE A AND B, APPROVING AND APPROVING AND
RATIFYING THE STRATEGIC PLAN; PROVIDING FOR REPEAL,
SEVERABILITY, TEXAS OPEN MEETINGS ACT COMPLIANCE, AN
EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS**

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, the City of Hutto created the Hutto Economic Development Corporation, Type A and B (the “Corporation”); and

WHEREAS, the Board of Directors for the Corporation (the “Board”) recognizes the need for a clear and focused Strategic Plan to guide economic development priorities, decision-making, project evaluation, and resource allocation; and

WHEREAS, the Board finds that the Strategic Plan outlines goals, objectives, initiatives, and performance measures that support business retention, recruitment, infrastructure readiness, workforce development, downtown vitality, and long-term economic growth; and

WHEREAS, the Board has reviewed the Strategic Plan, finds it to be in the best interest of the Corporation and the community, and wishes to formally approve and ratify the document.

NOW, THEREFORE, BE IT RESOLVED by the Hutto Economic Development Corporation, Type A and B Board of Directors that:

1. The findings and recitals set forth above are hereby determined to be true and correct and are incorporated into this Resolution as if fully stated herein.
2. Approves and ratifies the Strategic Plan as presented in Exhibit A.
3. Authorizes the Executive Director to administer the Program, accept applications, coordinate reviews, and process reimbursements according to Program guidelines.
4. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation, and this Resolution shall not operate to amend, change, supplement or repeal any such other resolutions or action of the Board insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolutions are hereby repealed.
5. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

6. The Board hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

7. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED by the Board of Directors of the Hutto Economic Development Corporation, Type A and B on the 8th day of June, 2026.

APPROVED

Caitlin Morales, Vice Chairperson

ATTEST:

Irma Gonzalez, Secretary

EXHIBIT A
STRATEGIC PLAN

AGENDA ITEM REPORT

7.2.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action to approve the Corporation's monthly financial report for May 2026
Meeting: Monday, June 8, 2026
Department: Economic Development
Staff Contact:

BACKGROUND INFORMATION:

Highlights of the May 2026 financial report include:

- Revenues currently exceed expenses for the current year by \$7,278,214
- The corporation's current fund balance is \$15,651,749
- As of May, sales tax revenue is at 63.41% of budgeted amounts, which is about 3% short of expectations. Interest income is nearly 100% realized with 4 months of the fiscal year remaining.
- Notable expenditures for the month include a scheduled \$400,000 grant payment and \$17,381 sales tax reimbursement to Hooky, a \$10,000 payment to the Williamson County Economic Development Partnership, and payment to their budgeted Holidays in Hutto contribution.
- The "Contribution from City" revenue line item and "Capital Outlay" expense line item will increase as payments for various CIP projects are incurred.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. May 2026 EDC Financials



City of Hutto, TX

Balance Sheet

Account Summary

As Of 05/31/2026

Account	Name	Balance
Fund: 35 - Economic Development Corporation		
Assets		
35-1000	Claim on Cash	0.00
35-1035	EDC Checking - FSB	0.00
35-1036	Wells Fargo - EDC Checking	6,927,215.18
35-1079	TexPool - EDC Operating	6,679,728.74
35-1081	Cash on Hand	0.00
35-1137	Alliance Escrow Account	1,169,252.27
35-1221	Sales Tax Receivable	984,121.65
35-1231	Accounts Receivable	0.00
35-1270	Loan Funds at BCL	0.00
35-1271	Purchase Option Assets	0.00
35-1275	Business Loans	58,794.44
35-1278	Allowance for Doubtful Accounts-Leases	0.00
35-1279	Allowance for Doubtful Accounts	-58,794.44
35-1298	Megasite Arterial Rd Rec	780.00
35-1299	Lease Receivable	0.00
35-1310	Due From City	7,135.92
35-1422	Prepaid Expenses	0.00
Total Assets:		15,768,233.76
		15,768,233.76
Liability		
35-2001	Accounts Payable	80.54
35-2005	Economic Dev Agreement Payable	16,403.98
35-2250	Due to City of Hutto	50,000.00
35-2251	Due to City of Hutto TIRZ	0.00
35-2290	Other Liabilities	50,000.00
35-2504	Legal Fee Deposit Liability	0.00
35-2998	Deferred Inflows - Notes Receivable	0.00
35-2999	Deferred Inflows - Leases	0.00
Total Liability:		116,484.52
Equity		
35-3001	Fund Balance	8,373,535.72
Total Beginning Equity:		8,373,535.72
Total Revenue		10,103,714.09
Total Expense		2,825,500.57
Revenues Over/Under Expenses		7,278,213.52
Total Equity and Current Surplus (Deficit):		15,651,749.24
Total Liabilities, Equity and Current Surplus (Deficit):		15,768,233.76



Budget Report

Account Summary

For Fiscal: 2025-2026 Period Ending: 05/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 35 - Economic Development Corporation							
Revenue							
35-5005	Sales Tax	3,618,706.00	3,848,956.00	371,356.50	2,440,572.26	-1,408,383.74	36.59 %
35-5007	Sales Tax Rebates	0.00	-230,250.00	-17,381.28	-17,899.28	212,350.72	7.77 %
35-5041	Interest Earned	175,000.00	175,000.00	22,727.06	172,348.52	-2,651.48	1.52 %
35-5099	Other Revenue	38,080,654.00	38,080,654.00	94,500.00	7,502,392.59	-30,578,261.41	80.30 %
35-5199	Lease Revenue	0.00	0.00	6,300.00	6,300.00	6,300.00	0.00 %
35-5925	Contribution from City	0.00	46,256,436.00	0.00	0.00	-46,256,436.00	100.00 %
Revenue Total:		41,874,360.00	88,130,796.00	477,502.28	10,103,714.09	-78,027,081.91	88.54%
Expense							
35-500-008-6204	Special Events/Awards	346.50	346.50	0.00	57.00	289.50	83.55 %
35-500-008-6205	Food/Meals	750.00	750.00	120.77	793.99	-43.99	-5.87 %
35-500-008-6208	Tradeshows & Conferences	1,311.50	1,311.50	0.00	10.80	1,300.70	99.18 %
35-500-008-6401	Attorney Svcs	125,000.00	125,000.00	0.00	56,517.53	68,482.47	54.79 %
35-500-008-6405	Professional Svcs	10,012.00	119,012.00	0.00	12,412.00	106,600.00	89.57 %
35-500-008-6416	Marketing Services	44,382.60	44,382.60	0.00	33,347.36	11,035.24	24.86 %
35-500-008-6417	Business Program Administration	21,684.00	21,684.00	0.00	15,750.00	5,934.00	27.37 %
35-500-008-6441	Audit Svcs	7,500.00	7,500.00	0.00	7,500.00	0.00	0.00 %
35-500-008-6502	Training & Development	825.00	825.00	0.00	225.00	600.00	72.73 %
35-500-008-6504	Postage	100.00	100.00	0.00	0.00	100.00	100.00 %
35-500-008-6505	Bank & Finance Charges	350.00	968.00	0.00	1,124.41	-156.41	-16.16 %
35-500-008-6507	Membership Dues & Subscriptions	13,360.00	13,360.00	10,000.00	12,635.00	725.00	5.43 %
35-500-008-6550	Business Incentives	125,000.00	125,000.00	0.00	0.00	125,000.00	100.00 %
35-500-008-6555	Small Business Incentive Program	200,000.00	200,000.00	0.00	10,000.00	190,000.00	95.00 %
35-500-008-6556	Performance Grants	772,500.00	772,500.00	400,000.00	400,000.00	372,500.00	48.22 %
35-500-008-6558	Sponsorships/Community Outreach	51,650.00	51,650.00	50,000.00	51,926.54	-276.54	-0.54 %
35-500-008-6631	Land Purchases	0.00	1,800,000.00	0.00	0.00	1,800,000.00	100.00 %
35-500-008-6650	Capital Outlay	0.00	47,281,436.00	0.00	0.00	47,281,436.00	100.00 %
35-500-008-6801	EDC Debt Principal Pmt	215,000.00	215,000.00	0.00	0.00	215,000.00	100.00 %
35-500-008-6802	EDC Debt Interest pmt	332,480.36	332,480.36	0.00	166,240.18	166,240.18	50.00 %
35-500-008-6806	Loan Principal Payment	13,403,723.00	4,813,066.00	0.00	1,688,614.19	3,124,451.81	64.92 %
35-500-008-6807	Loan Interest Payment	0.00	526,939.00	0.00	368,346.57	158,592.43	30.10 %
Expense Total:		15,325,974.96	56,453,310.96	460,120.77	2,825,500.57	53,627,810.39	94.99%
Fund: 35 - Economic Development Corporation Surplus (Deficit):		26,548,385.04	31,677,485.04	17,381.51	7,278,213.52	-24,399,271.52	77.02%
Report Surplus (Deficit):		26,548,385.04	31,677,485.04	17,381.51	7,278,213.52	-24,399,271.52	77.02%

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	Percent Remaining
					Favorable (Unfavorable)	
Fund: 35 - Economic Development Corporation						
Revenue	41,874,360.00	88,130,796.00	477,502.28	10,103,714.09	-78,027,081.91	88.54%
Expense	15,325,974.96	56,453,310.96	460,120.77	2,825,500.57	53,627,810.39	94.99%
Fund: 35 - Economic Development Corporation Surplus (Deficit):	26,548,385.04	31,677,485.04	17,381.51	7,278,213.52	-24,399,271.52	77.02%
Report Surplus (Deficit):	26,548,385.04	31,677,485.04	17,381.51	7,278,213.52	-24,399,271.52	77.02%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
35 - Economic Development Corp	26,548,385.04	31,677,485.04	17,381.51	7,278,213.52	-24,399,271.52
Report Surplus (Deficit):	26,548,385.04	31,677,485.04	17,381.51	7,278,213.52	-24,399,271.52

Commercial Checking Acct Public Funds

Account number: 4373524362 ■ May 1, 2026 - May 31, 2026 ■ Page 1 of 1

WELLS
FARGO

HUTTO ECONOMIC DEVELOPMENT CORPORATION
OPERATING ACCOUNT
500 W LIVE OAK ST
HUTTO TX 78634-3179

Questions?

Call Global Payments & Liquidity Service
1-800-AT WELLS (1-800-289-3557)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (182)
PO Box 63020
San Francisco, CA 94163

Account summary

Commercial Checking Acct Public Funds

Account number	Beginning balance	Total credits	Total debits	Ending balance
4373524362	\$6,767,000.90	\$613,003.35	-\$14,645.88	\$7,365,358.37

Credits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	05/13	512,203.35	WT Seq460530 City of Hutto, Operatin /Org=City of Hutto Srf# Gb00000084422115 Trn#260513460530 Rfb# 1371
	05/19	6,800.00	Over The Counter Deposit
	05/28	94,000.00	WT Fed#01R00 Commonwealth Land /Org=Cltic Ncs Fxfc Srf# 2026052800310179 Trn#260528042147 Rfb#
		\$613,003.35	Total electronic deposits/bank credits
		\$613,003.35	Total credits

Debits

Checks paid

Number	Amount	Date	Number	Amount	Date
8150	120.77	05/29	8151	14,525.11	05/13
		\$14,645.88	Total checks paid		
		\$14,645.88	Total debits		

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
04/30	6,767,000.90	05/19	7,271,479.14	05/29	7,365,358.37
05/13	7,264,679.14	05/28	7,365,479.14		

Average daily ledger balance \$7,086,998.45



City of Hutto, TX

Bank Statement Register

EDC Checking

Period 5/1/2026 - 5/31/2026

Packet: BRPKT03056

Bank Statement

General Ledger

Beginning Balance	6,767,000.90	Account Balance	6,927,215.18
Plus Debits	613,003.35	Less Outstanding Debits	0.00
Less Credits	14,645.88	Plus Outstanding Credits	438,143.19
Adjustments	0.00	Adjustments	0.00
Ending Balance	7,365,358.37	Adjusted Account Balance	7,365,358.37

Statement Ending Balance 7,365,358.37

Bank Difference 0.00

General Ledger Difference 0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

35-1036

Wells Fargo - EDC Checking

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
05/19/2026	DEP0054538			EDC Deposit 05/19/2026	6,800.00
Total Cleared Deposits (1)					6,800.00

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
05/11/2026	8150	Check	Cheney Gamboa	-120.77
05/11/2026	8151	Check	Hyde Kelley LLP	-14,525.11
Total Cleared Checks (2)				-14,645.88

Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/31/2026	MISC0010004	Miscellaneous	EDC ACTIVITIES - MAY 2026	94,000.00
05/31/2026	MISC0010005	Miscellaneous	Contribution from the City - May 2026	512,203.35
Total Cleared Other (2)				606,203.35

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
04/13/2026	8147	Check	Hutto Wine Bar	-3,625.99
05/11/2026	8152	Check	Williamson County Economic Development	-10,000.00

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
05/22/2026	8153	Check	Es Vedra Cinemas LLC	-424,517.20
Total Outstanding Checks (3)				-438,143.19



Bank Statement Register
Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Check	5	-438,143.19	-14,645.88	-452,789.07
Deposit	1	0.00	6,800.00	6,800.00
Miscellaneous	2	0.00	606,203.35	606,203.35
		-438,143.19	598,357.47	160,214.28



Check Report

By Check Number

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: EDC - Wells Fargo-EDC Operating - Wells Fargo						
E21956	Cheney Gamboa	05/11/2026	Regular	0.00	120.77	8150
E22060	Hyde Kelley LLP	05/11/2026	Regular	0.00	14,525.11	8151
E22148	Williamson County Economic Development Pari	05/11/2026	Regular	0.00	10,000.00	8152
E22728	Es Vedra Cinemas LLC	05/22/2026	Regular	0.00	424,517.20	8153

Bank Code EDC - Wells Fargo Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	4	0.00	449,163.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	6	4	0.00	449,163.08

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	4	0.00	449,163.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	6	4	0.00	449,163.08

Fund Summary

Fund	Name	Period	Amount
35	Economic Development Corporation	5/2026	449,163.08
			449,163.08



P.O. Box 7554 Waco, Texas 76714-7554

Account Number
Statement Date
Statement Thru Date
Check/Items Enclosed
Page

7023518
05/29/2026
05/31/2026
0
1

00009025 T27280DDA05292623542 01 000000000 0000000 003



HUTTO ECONOMIC DEVELOPMENT
CORPORATION
500 W LIVE OAK ST
HUTTO TX 78634-3179

Customer Service Information

Phone: 254.741.8000
Mailing Address: P.O. Box 7554 Waco, Texas 76714-7554
Visit Us Online: alliancebanktexas.com
Email: customerservice@alliancebanktexas.com

IMPORTANT MESSAGE(S)

If your business is still issuing paper checks please reach out to our Customer Service Department to learn how Treasury Services can pay them electronically to save time and money! For personal bills, our Bill Pay feature through Mobile Banking can do those as well.
Need more info? AskAlliance@AllianceBankTexas.com

MONEY MARKET BUSI ELITE

Account Number: 7023518

Account Owner(s): HUTTO ECONOMIC DEVELOPMENT CORPORATION

Balance Summary

Beginning Balance as of 05/01/2026	\$1,167,022.14
+ Deposits and Credits (1)	\$2,230.13
- Withdrawals and Debits (0)	\$0.00
Ending Balance as of 05/31/2026	\$1,169,252.27
Service Charges for Period	\$0.00
Average Collected for Period	\$1,167,022
Minimum Balance for Period	\$1,167,022

Earnings Summary

Interest for Period Ending 05/31/2026	\$2,230.13
Interest Paid Year to Date	\$10,823.12
Annual Percentage Yield Earned (APYE)	2.27%
Average Balance for APYE	\$1,167,022.14
Number of Days for APYE	31

DEPOSITS/CREDITS/INTEREST-PAID

Date	Description	Deposits
May 29	INTEREST PAID	2,230.13

FEE RECAP

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



HUTTO EDC
OPERATING ACCOUNT
ATTN CHRISTINA BISHOP
PO BOX 1016
HUTTO TX 78634-1016

Participant Statement

Statement Period 05/01/2026 - 05/31/2026

Customer Service 1-866-TEX-POOL
Location ID 000079034
Investor ID 000015672

TexPool Update

Stay informed with the latest market perspective from our portfolio managers and strategists by visiting the Insights page of TexPool.com.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$6,659,231.81	\$0.00	\$0.00	\$20,496.93	\$6,679,728.74	\$6,661,215.38
Total Dollar Value	\$6,659,231.81	\$0.00	\$0.00	\$20,496.93	\$6,679,728.74	

Portfolio Value

Pool Name	Pool/Account	Market Value (05/01/2026)	Share Price (05/31/2026)	Shares Owned (05/31/2026)	Market Value (05/31/2026)
Texas Local Government Investment Pool	449/7903400001	\$6,659,231.81	\$1.00	6,679,728.740	\$6,679,728.74
Total Dollar Value		\$6,659,231.81			\$6,679,728.74

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7903400001	\$20,496.93	\$101,338.28
Total		\$20,496.93	\$101,338.28

Transaction Detail

Texas Local Government Investment Pool

Participant: HUTTO EDC

Pool/Account: 449/7903400001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
05/01/2026	05/01/2026	BEGINNING BALANCE	\$6,659,231.81	\$1.00		6,659,231.810
05/29/2026	05/29/2026	MONTHLY POSTING	\$20,496.93	\$1.00	20,496.930	6,679,728.740
Account Value as of 05/31/2026			\$6,679,728.74	\$1.00		6,679,728.740

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002



HUTTO EDC
OPERATING ACCOUNT
ATTN CHRISTINA BISHOP
PO BOX 1016
HUTTO TX 78634-1016

Participant Statement

Statement Period 04/01/2026 - 04/30/2026

Customer Service 1-866-TEX-POOL
Location ID 000079034
Investor ID 000015672

TexPool Update

Stay informed with the latest market perspective from our portfolio managers and strategists by visiting the Insights page of TexPool.com.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$6,639,267.21	\$0.00	\$0.00	\$19,964.60	\$6,659,231.81	\$6,639,932.70
Total Dollar Value	\$6,639,267.21	\$0.00	\$0.00	\$19,964.60	\$6,659,231.81	

Portfolio Value

Pool Name	Pool/Account	Market Value (04/01/2026)	Share Price (04/30/2026)	Shares Owned (04/30/2026)	Market Value (04/30/2026)
Texas Local Government Investment Pool	449/7903400001	\$6,639,267.21	\$1.00	6,659,231.810	\$6,659,231.81
Total Dollar Value		\$6,639,267.21			\$6,659,231.81

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7903400001	\$19,964.60	\$80,841.35
Total		\$19,964.60	\$80,841.35

Transaction Detail

Texas Local Government Investment Pool

Participant: HUTTO EDC

Pool/Account: 449/7903400001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
04/01/2026	04/01/2026	BEGINNING BALANCE	\$6,639,267.21	\$1.00		6,639,267.210
04/30/2026	04/30/2026	MONTHLY POSTING	\$19,964.60	\$1.00	19,964.600	6,659,231.810
Account Value as of 04/30/2026			\$6,659,231.81	\$1.00		6,659,231.810

Hutto Economic Development Corporation
Sales Tax Revenue Tracking - FY 2025-26

	2015-16	2016-17	2017-18	2018-2019	2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024 (a)	FY 2024-2025 (a)	FY 2025-2026 (a)
Month	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
October	63,287	69,268	92,357	118,635	126,739	153,613	216,926	232,419	253,911	278,312	284,854
November	79,986	87,633	89,840	89,335	122,677	177,030	211,701	239,827	288,350	321,756	327,911
December	65,702	68,998	113,670	125,495	157,104	200,904	172,779	280,168	271,039	293,851	307,860
January	62,918	79,728	86,496	103,405	124,832	158,361	190,809	224,784	281,161	266,613	290,388
February	81,489	94,191	85,407	114,474	116,493	131,667	181,806	261,876	318,291	408,895	340,524
March	60,032	85,606	129,988	116,086	156,272	229,146	265,537	318,020	240,224	258,180	271,863
April	61,823	81,501	104,502	116,428	158,841	192,706	234,078	261,378	250,421	406,061	245,816
May	89,017	109,160	99,704	123,021	167,310	192,815	232,144	263,482	305,281	345,220	371,357
June	68,789	80,100	94,996	142,221	186,000	221,228	266,784	295,849	280,515	305,098	
July	66,076	89,793	104,049	119,433	163,039	214,882	239,765	280,594	282,767	300,526	
August	88,382	105,052	99,547	118,969	157,195	198,752	240,898	253,911	304,953	322,488	
September	72,702	96,255	117,155	140,667	169,266	271,765	269,546	288,350	311,729	325,903	
TIRZ Sales Tax	-	-	-	-	-	-	-	-	-	(16,027)	
Refunded for Incentive Agreement										(249)	
Total	860,203	1,047,285	1,217,712	1,428,170	1,805,769	2,342,870	2,722,774	3,200,657	3,388,642	3,816,873	2,440,572

(a) Changed to cash basis method of accounting for sales tax receipts in FY 2024

City of Hutto
Summary of EDC/City Receivable
May 31, 2026

Sales Tax Due by City to EDC - May 2026	371,356.50	<u>Due to City for Expense Reimbursement</u>	
Hooky Payment - Sales Tax Incentive	7,135.92	Sponsorships/Community Outreach	50,000.00
Due to City for Expense Reimbursement	(50,000.00)		
Amount due to EDC to Settle Interfunds	328,492.42		
			<u>\$ 50,000.00</u>

Hutto EDC								
Summary of Active Incentives								
May 2026								
Party	Year	Expiration	Estimated End Date	Last payment date	Next Projected Payment Date	Payments to Date	Estimated Payments/ Costs Remaining	Type of Rebate
AEND	2018	December 31, 2028	2028	February 2022	June 2026	150,000.00	25,000.00	Grant
Ovivo	2021	After the grant is exahusted or 10 years after construction actually begins (whichever is earlier)	2033	December 2022	June 2026	75,000.00	205,000.00	Grant
K-Tonic	2021	2031 or when remaining \$10,000 grant is expended	2031	March 2022	Unknown	120,000.00	10,000.00	Grant
Es Vedra Cinemas	2023	10 years after effective date	2035	June 2025	May 2027	900,000.00	3,100,000.00	Grant
Es Vedra Cinemas (a)	2023	10 years after effective date	2035	N/A	May 2027	24,517.20	1,325,482.80	Sales Taxes (EDC/COH)
AS-64 CR 119-HWY 79 LLP	2023	15 years after agreement execution	2038	June 2025	June 2026	700,000.00	3,300,000.00	Grant
AS-64 CR 119-HWY 79 LLP (a)	2023	15 years after agreement execution	2038	November 2025	June 2026	404,404.55	4,595,595.45	Sales Taxes (EDC/COH)
Hutto Hospitality	2023	10 years after receipt of Certificate of Occupancy	2035	September 2023	N/A	300,000.00	-	Loan/Grant
Hutto Wine Bar	2023	Earliest of 4 years after the effective date, 380 payments NTE, or termination in accordance with other provisions of the agreement	2028	April 2025	N/A	30,000.00	-	Grant
Hutto Wine Bar (a)	2024	Earliest of 4 years after the effective date, 380 payments NTE, or termination in accordance with other provisions of the agreement	2028	April 2025	April 2027	5,372.33	11,627.67	Sales Taxes (EDC/COH)
Happy Panini	2024	5 years following Happy Panini's receipt of Certificate of Occupancy	2029	December 2024	N/A	30,000.00	-	Grant
Cerco Development	2025	3-years after Sprouts obtains CO	2031	N/A	2028	-	875,000	Grant
(a) Total amount paid to date and estimated remaining payments include the contributions from the City of Hutto								

AGENDA ITEM REPORT

7.3.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action on Resolution R-HEDC-2026-028 to approve a contract with REsimplifi for a real estate reporting platform and the associated expense of \$6,000.00 for the Fiscal Year 2026 Budget.
Meeting: Monday, June 8, 2026
Department: Economic Development
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 7.3 Resolution NO. R-HEDC-2026-028 REsimplifi-for sig
2. 7.3 Ex A Resimplifi Economic Development Overview
3. 7.3 EX B Terms of Use - Resimplifi
4. 7.3 Ex C City of Hutto, TX (Proposal)

**HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B
RESOLUTION NO. R-HEDC-2026-028**

A RESOLUTION OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION B, APPROVING A CONTRACT WITH RESIMPLIFI FOR A REAL ESTATE DATA PLATFORM; AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN UP FOR SERVICE; AUTHORIZING THE RELATED EXPENSE; PROVIDING FOR REPEAL, SEVERABILITY, TEXAS OPEN MEETINGS ACT COMPLIANCE, AN EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, the City of Hutto created the Hutto Economic Development Corporation, Type B (the “Corporation”); and

WHEREAS, the Board of Directors for the Corporation (the “Board”) finds that it conducts a significant amount of complex real estate transactions; and

WHEREAS, the Board finds that REsimplifi provides a platform for personalized listing tracking, customized interfaces, and market and property statistics would save the Corporation both time and money as outlined in the REsimplifi Economic Development Overview attached as Exhibit A; and

WHEREAS, the Board finds that REsimplifi uses a contract of adhesion implemented through online terms of service the current version of which is was updated on April 30, 2026, and is attached hereto as Exhibit B;

WHEREAS, the Board finds that use of the services provided by REsimplifi are likely to save the Corporation both time and money; and

WHEREAS, the Board finds that REsimplifi provided a Hutto specific proposal which outlines services at a total contract price of \$6,000.00 for the first year as shown in Exhibit C (“Proposal”); and

WHEREAS, the Board desires to approve the Terms of Service and Proposal provided by REsimplifi and authorize the Executive Director to take steps to initiate the service.

NOW, THEREFORE, BE IT RESOLVED by the Hutto Economic Development Corporation, Type B Board of Directors that:

1. The findings and recitals set forth above are hereby determined to be true and correct and are incorporated into this Resolution as if fully stated herein.
2. The Board of Directors hereby approves the Proposal provided by REsimplifi, attached hereto as Exhibit C and the Terms of Service attached hereto as Exhibit B.
3. The Board of Directors authorizes the Executive Director to activate an account with REsimplifi for the services outline in the Proposal.

4. The Board of Directors approves the expense of SIX THOUSAND DOLLARS AND ZERO/CENTS (\$6,000.00) for the first year of service.

5. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation, and this Resolution shall not operate to amend, change, supplement or repeal any such other resolutions or action of the Board insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolutions are hereby repealed.

6. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

7. The Board hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

8. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED by the Board of Directors of the Hutto Economic Development Corporation, Type B on the 8th day of June 2026.

APPROVED

Caitlin Morales, Vice Chairperson

ATTEST:

Irma Gonzalez, Secretary

EXHIBIT A
ECONOMIC DEVELOPMENT OVERVIEW

EXHIBIT B
ONLINE TERMS OF SERVICE

EXHIBIT C
HUTTO SPECIFIC PROPOSAL



Powering Economic Development through Better Property Data

2025

*Simplify your site selection process.
Improve your listings.
Win more projects.*

Our Mission

Simplify and elevate the CRE data landscape by delivering reliable property listing data. We strive to empower organizations to achieve their goals by reducing complexity and ensuring confidence in their data. Through our commitment to accuracy and accessibility, we help clients succeed in a rapidly evolving market.

Company Objectives

-  **Expand access** to the most accurate and current property listing data available
-  **Reduce time** spent verifying and aggregating data from traditional broker-fed data sources
-  **Enable informed decision-making** in research, analytics, and business development
-  **Foster collaboration** between stakeholders and provide a trusted, unified, and accessible property listing database.

The Facts

680,000

Collected CRE property listings

14,273

Markets Nationwide

Serving sectors Nationwide:

1,000+

Communities

4,000

Brokers

How we collect data



Introduction

High quality commercial real estate (CRE) data drives decisions in today's fast moving economy. Industries like economic development, investment, site selection, and economic modeling rely on accurate, comprehensive, and up-to-date market information to stay competitive.

————— *Fragmented, outdated, and inaccessible CRE data creates significant challenges for professionals seeking real-time insights.* —————

The Status Quo

The CRE data space is *fragmented* and *lacks standardization*. Data is usually sourced from marketplaces and listing services where each broker is responsible for maintaining their online presence. Industry pieces together data sets from multiple unreliable sources in an attempt to create a full picture of the market. Outdated, incomplete, and inaccurate data complicates decision-making and product implementation. Why are traditional broker-fed marketplaces inherently problematic for maintaining accurate CRE data?

The Problem

Crowd-sourced data quickly becomes outdated when brokers neglect to maintain the on-market status of their listings. In an online marketplace, there is no incentive to remove listings. Each listing is a potential contact point for clients searching for space. This is the inherent problem with crowd-sourced data. What can be done to restore confidence in CRE data's accuracy and relevance.

The Solution

By collecting CRE data from thousands of primary sources, REsimplifi closes the gap between the data and its effective application, enabling industries and professionals to act with confidence in dynamic markets. The premise: if brokers keep any listing up to date, it is the listing on their own public website. Accurate and complete listing data empowers professionals to focus on strategic decisions instead of spending time aggregating, consolidating, and verifying crowd-sourced data.

Methodology

REsimplifi sources data from thousands of brokerages of all sizes. Each data extraction pipeline is bespoke to the brokerage. This targeted approach ensures data accuracy and completeness.

Going to the Source

Brokers update their own websites, but they may leave stale data on marketplaces for months. Our bespoke data collection techniques ensure the best in class accuracy and completeness.

After extracting data from brokerage sources, automated systems flag issues, append data based on geography, and extract additional primary fields from unstructured text data. Data analysts monitor and fix data inaccuracies and confirm extracted fields are accurate.

Additional spiders validate on-market status on a weekly basis, confirming listings are still available.



Collect

Spiders run on a weekly basis ensuring the data is as up to date as possible. Manually tracked data is updated on a monthly basis.



Augment

After scraping a listing, automated tasks further label listings and extract structured data from unstructured descriptions and highlights.



Verify

Data analysts review extracted data and verify any issues identified in the scraped data. This approach ensures accurate source data and valid extracted data.



Validate

Off market spiders separately monitor listings for off market events, like a 404 page, redirect to list page, or an explicit sold or leased label.

Flexible Data Options for Every Market

Ready™ data offers a foundational dataset sourced from automated technology collected directly from the source. This data offering is the ideal solution for larger communities seeking coverage of market availability.

Our **Complete™** data solution leaves no stone unturned. We meticulously sync with brokerage shops to ensure market coverage, supplemented by our manual team's efforts to capture properties with no online presence.

Features	Ready	Complete
All commercial property types included	✓	✓
Full coverage of available properties within target market	—	✓
Continuously sourced and updated	✓	✓
Analytics dashboard	✓	✓
Supplement and editing functionalities	✓	✓
Immediate delivery/implementation	✓	—
Implementation in 60 days or less (dependent on size of community)	—	✓

REsimplifi Associate Connect

**Currently available in Louisiana, Kentucky, Michigan, and New Mexico*

Association Connect by REsimplifi is an economic development data feed that embeds directly into a community or EDO website, providing a single point of entry for managing and displaying available properties. Listings update instantly on local portals, ensuring economic developers promote only their regional inventory to potential businesses and investors, with a mobile-friendly display and streamlined property management.

Display Listings with Clarity and Ease

View

An embeddable map-based property search tool that lives on your EDO website.

It makes searching for commercial properties fast, intuitive, and visually clean.

Core Features:

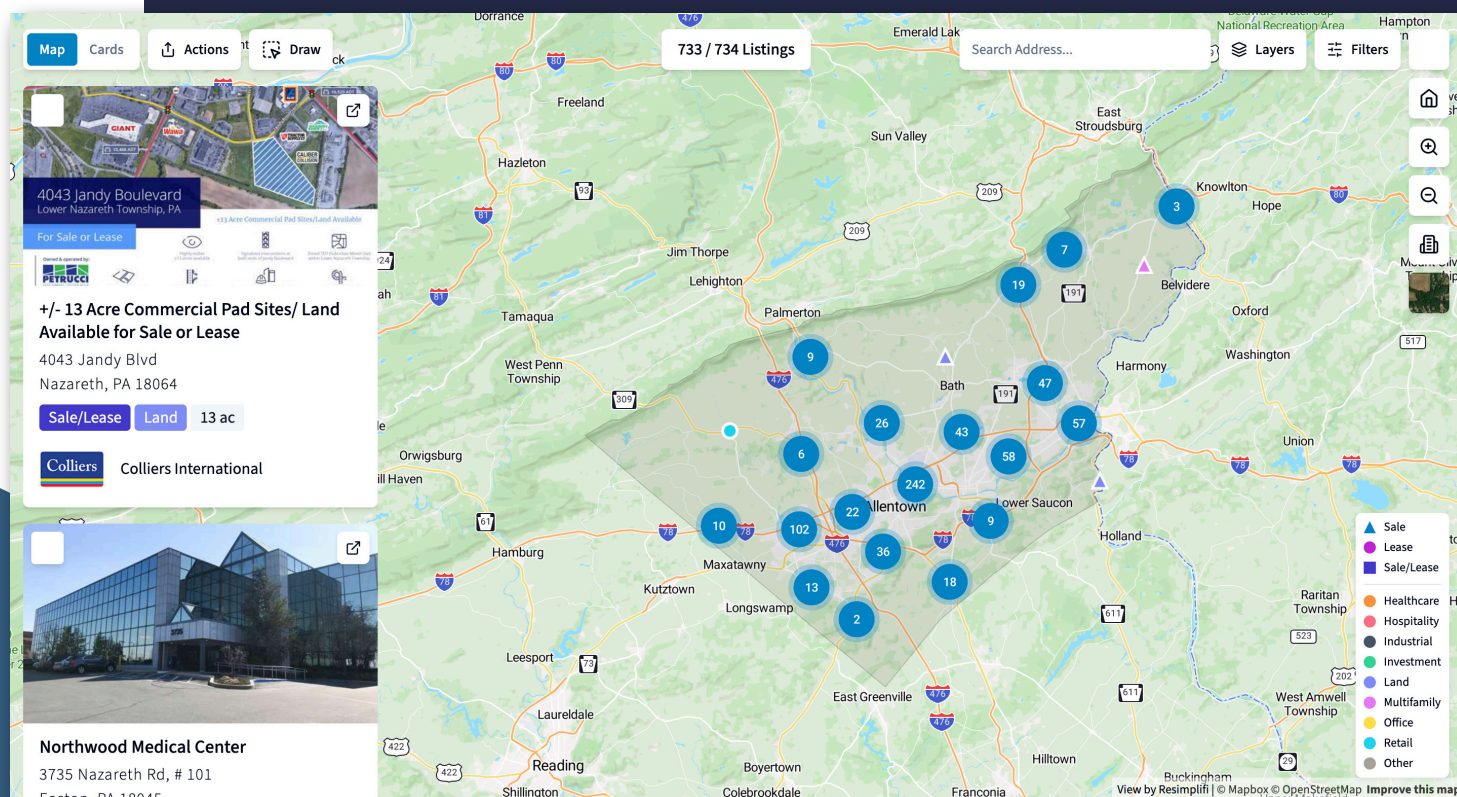
Filter by Property type
(office, industrial, retail land, etc.)

Toggle between For Sale and For Lease

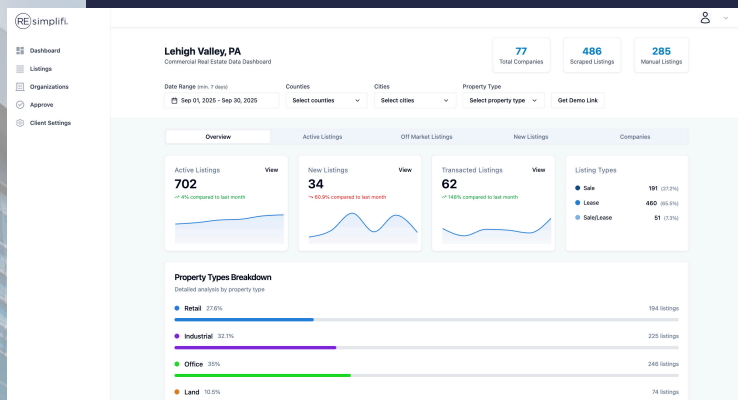
Set ranges for price, square footage, and more

Keyword search for location or tags

Viewer Interface



Admin Dashboard



Control geographic data all in one place with access to:

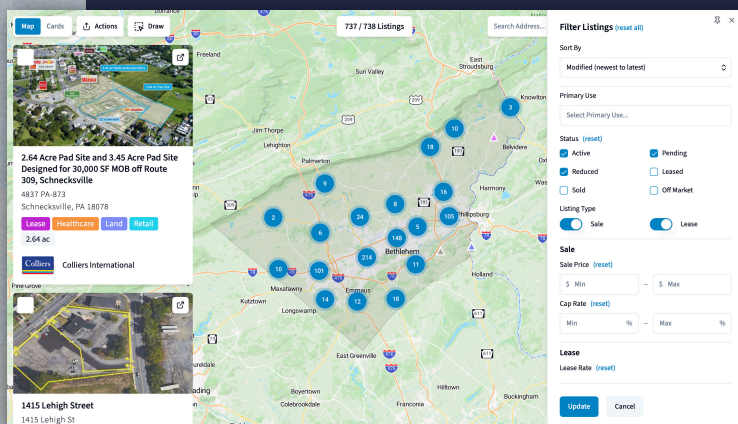
Resimplifi Portal (Admin Backend)

Track listings over time

View market-wide statistics (monthly snapshots)

Download and export custom reports

Filter Panel



Personalize your search.

Filter through a variety of lease types, availability, and property-specific qualifications you're looking for.

Sort by:

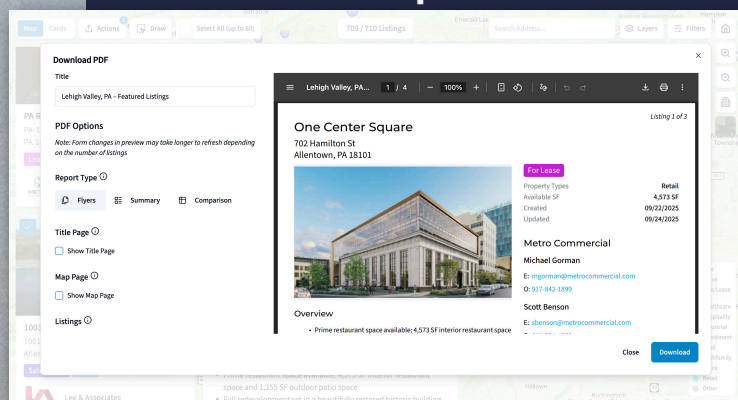
Date modified

Primary Use

Status — From Active to Off Market Listings

Sale and Lease Rates

Report Generation



Efficiency-focused.

Select multiple properties and auto-generate community-branded PDF reports for your clients.

Choose between 3 types of reports:

1 Flyer

2 Summary

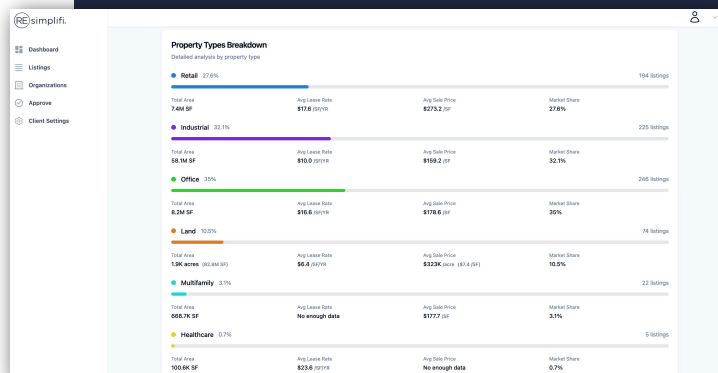
3 Comparison

Go Beyond the Map: Insights & Enhancements

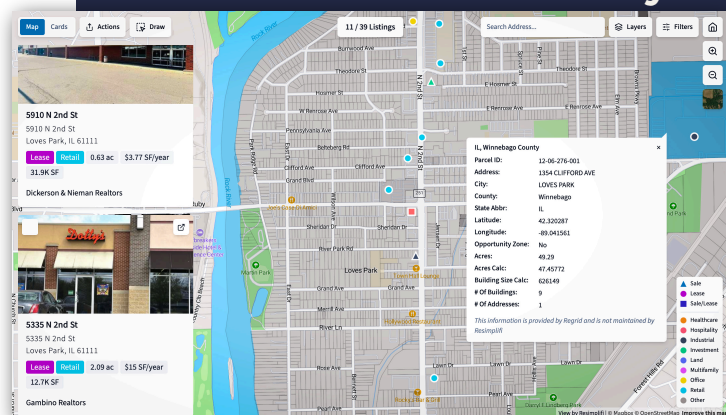
Data & Analytics

Average Lease Rate & Sale Price
Total Available Square Footage
Market Share by Property Type

Real Estate Statistics



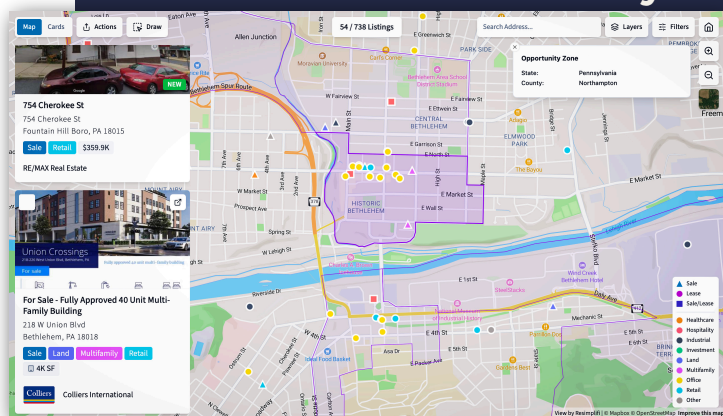
Parcel Data Layers



Display parcel boundaries

Tap parcel info directly from the map

Custom Layers



Overlay zones like:

Opportunity Zones
TIF areas
Downtown credit zones

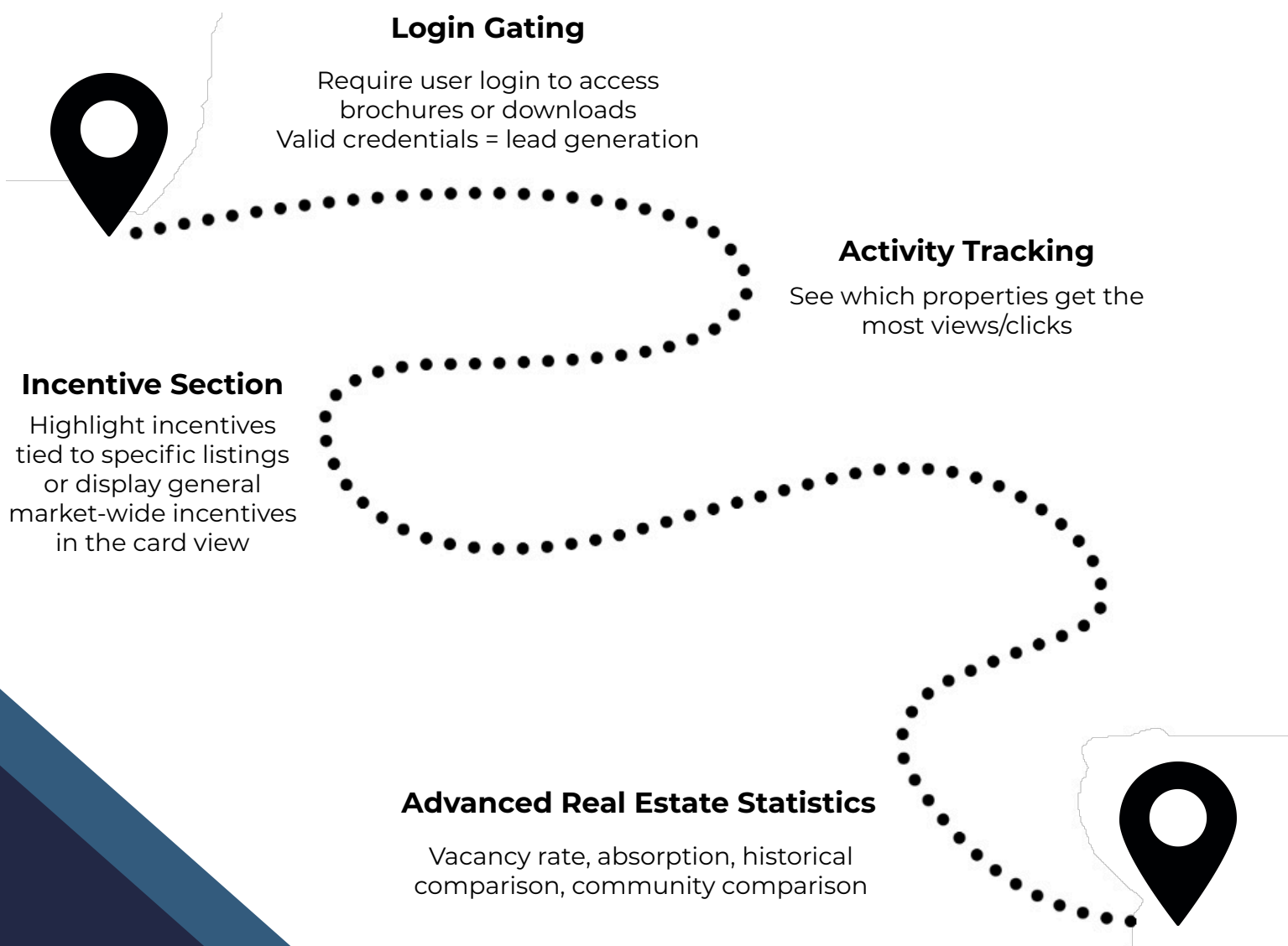
Built for What's Next

Now Available:

Parcel data and **custom layers** integration

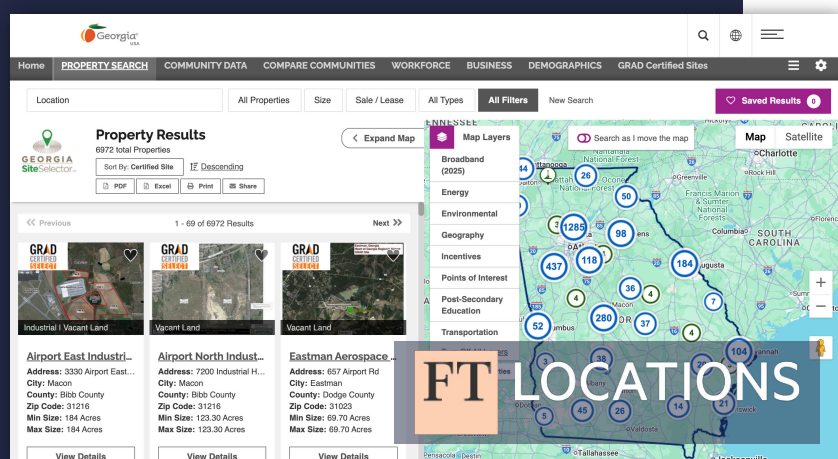
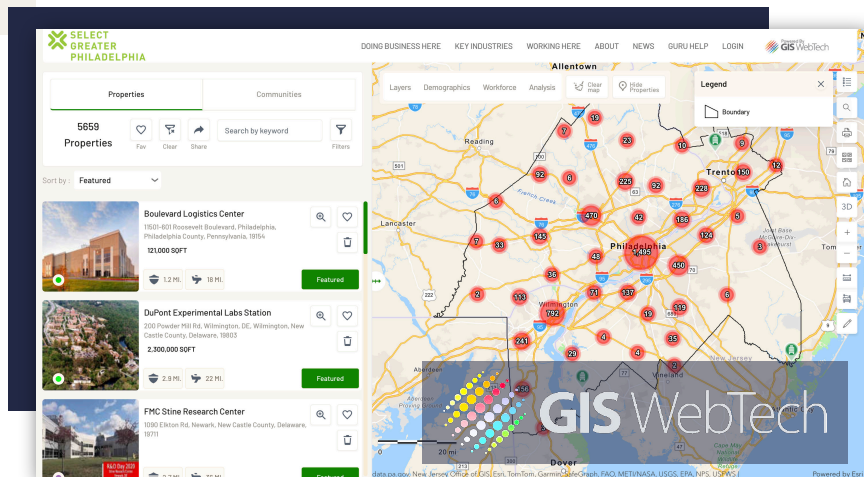
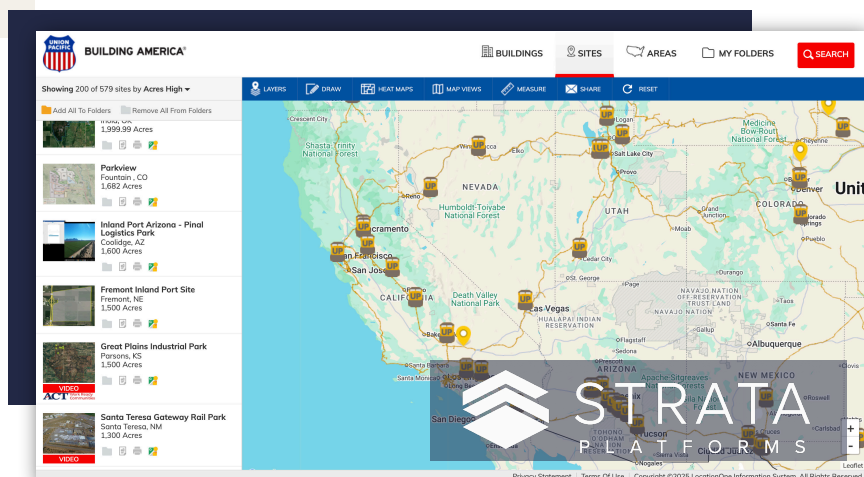
Real estate statistics by asset class in your portal

Future Product Roadmap



Seamless Integration with Industry Tools

REsimplifi is built to work with the leading GIS and site selection platforms. We integrate, update, and consolidate so you don't have to.



Trusted by Economic Development Organizations Nationwide



“REsimplifi has played a pivotal role in supporting Forward Forsyth by revolutionizing the way accurate real estate listings are promoted on our website. The software's intelligent algorithms have enhanced the accuracy of listings, eliminated errors, and provided potential projects with a seamless experience. Using REsimplifi, Forward Forsyth has gained a reputation for providing trustworthy and transparent real estate data, ultimately fostering trust in the community, and driving increased site selection

– Alex Warner | Forward Forsyth, GA

“We've partnered with REsimplifi since 2021, and their impact has been incredible. Their data helps us make smarter decisions to support business retention and growth here in Roswell, and their team is always there when we need them. They genuinely care about our success and the businesses we serve. With REsimplifi as a partner, it's always a great day to do business in Roswell!

– Steve Stroud, Chief Executive Officer | Roswell Inc., Roswell, GA

“The Bradenton Area EDC is thrilled to integrate this cutting-edge service into our website, providing real-time access to comprehensive commercial real estate data within our vibrant market. With REsimplifi, we can make informed decisions based on a complete view of available properties sourced directly from our trusted CRE brokers. By partnering with REsimplifi, we ensure the Bradenton Area and Manatee County benefit from the best coverage possible, supported by their dedicated team.

– Economic Development Corp. Bradenton Area, FL



Thank you for choosing REsimplifi.

Want to join the growing list of communities
using our data and platforms?

Let's schedule a demo or send you a proposal.

You'll be in good company.

888.968.8998 ° info@resimplifi.com ° www.resimplifi.com

TERMS OF SERVICE

Last updated April 30, 2026

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1. AGREEMENT TO TERMS

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and REsimplifi, Inc. ("**Company**", "**we**", "**us**", or "**our**"), concerning your access to and use of the <http://resimplifi.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). We are registered in South Carolina, United States and have our registered office at 2191 Pickens Street, Suite 316, Columbia, SC 29201. You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Service. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Service, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Site after the date such revised Terms of Service are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access

solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

3. USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Service; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Site for any illegal or unauthorized purpose; and (5) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4. FEES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- Stripe
- Check/ACH Transfer

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

5. CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at office@resimplifi.com or call us at 8889688998.

6. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.

- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile.
- Users may not UNDER ANY CIRCUMSTANCES upload or post images or other content that is not the property of the registered user.

7. USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Service.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Service.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Service, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site.

8. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the

Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

9. SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

10. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose,

commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

11. U.S. GOVERNMENT RIGHTS

Our services are “commercial items” as defined in Federal Acquisition Regulation (“FAR”) 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense (“DOD”), our services are subject to the terms of these Terms of Service in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Service in accordance with Defense Federal Acquisition Regulation (“DFARS”) 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Service.

12. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

13. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy:

<https://resimplifi.com/privacy-policy>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

14. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

Notifications

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by the Notification, a representative list of such works on the Site; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

Counter Notification

If you believe your own copyrighted material has been removed from the Site as a result of a mistake or misidentification, you may submit a written counter notification to our Designated Copyright Agent using the contact information provided below (a "Counter Notification"). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following: (1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled; (2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located; (3) a statement that you will accept service of process from the party that filed the Notification or the party's agent; (4) your name, address, and telephone number; (5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (6) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled

or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

Designated Copyright Agent
DMCA Agent | Resimplifi
Attn: Copyright Agent
Columbia, SC 29201
United States
DMCA@resimplifi.com

15. TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

17. GOVERNING LAW

These Terms of Service and your use of the Site are governed by and construed in accordance with the laws of the State of South Carolina applicable to agreements made and to be entirely performed within the State of South Carolina, without regard to its conflict of law principles.

18. DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the state and federal courts located in Richland, South Carolina, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Service. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose.

19. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

20. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND

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MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE ZERO (0) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$0.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

22. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

23. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

25. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

26. MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Site. You agree that these Terms of Service will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

27. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

REsimplifi, Inc.
2191 Pickens Street
Suite 316
Columbia, SC 29201
United States
Phone: 8889688998
office@resimplifi.com



4/21/2026

Subject: Syndicated Commercial Property Data | City of Hutto, TX

We are pleased to submit this proposal for data access and licensing to support your location analysis needs. Specific items addressed are noted within the Scope of Work on the following pages. Our team has experience providing commercial real estate property data for commercial real estate, economic development, and GIS site selection providers. We currently serve approx. 385 communities across the US, most recently winning the State of Georgia and the State of Maryland, and are thrilled to have the chance to partner with you.

We at Resimplifi are confident that we can provide accurate and up to date data in your customer markets. I believe you will enjoy working with our team. We will put in every effort to accurately reflect the commercial real estate availabilities within your target geographies.

We look forward to serving your data needs and are open to any ideas that you may have.

Kindest Regards,

John Bryant

Resimplifi, Inc



Resimplifi®

Price good through June 30, 2026

I. Resimplifi® platform annual plan

Each Resimplifi® market is defined by the geographic parameters set forth by the Client. Each commercial listing is determined based on it being published on-line and considered to be public information, as a commercial real estate property being available for sale or lease during that property's time of discovery. Resimplifi, Inc., at its sole discretion, has the right to determine whether a commercial real estate property listing is considered to be public information. Resimplifi will use automation and analyst to collect this data and manage the accuracy and quality over the term of each agreement.

Data included in Resimplifi® CRE Property Data

Resimplifi researches and manages property listing data exclusively for economic development. It is our focus and primary business which enables us to serve our clients free of conflict and complication.

CRE Listing Data shall be collected and managed for accuracy over the term of the subscription for those properties listed as available for sale or lease within the client's defined target market. User-owned properties or other off-market properties (those available for sale by owner) made available to Resimplifi by the client shall be included in this service and also displayed on-line. License shall be made available for data to be published on-line to your site selection application via API.

Specifics of the data provided shall include:

Physical Locations with transaction status (For Sale, For Lease, For Sale & Lease)

Physical Address of properties available for sale, for lease

Unique log-in and license to resimplifi.com for parcel data including ownership information and parcel details for each EDO member (client).

Active Commercial Real Estate Company and Brokerage Profiles

Monthly update summary and overview of commercial real estate property listings broken down by New Listings and Removed (Expired/ Transacted) Listings

Online Activity Dashboard for EDO clients



Resimplifi® Application Terms and Conditions

Resimplifi® is a data provider that includes web-based commercial real estate property data. The Resimplifi® service includes continuous and ongoing management of the data so long as the agreement is in place.

In addition, Resimplifi® offers a subscription service that includes at least one login per organization. The login is good for home and mobile use, but our terms require that the login is not shared outside of the organization. For annual plans, unless Resimplifi, Inc is notified 30 days prior to renewal date, the subscription service automatically is renewed each year on the anniversary date. Resimplifi® has the right to modify pricing structure at renewal.

RESIMPLIFI, INC DOES NOT MAKE ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OF ANY DATA OR INFORMATION GATHERED OR PROVIDED USING THE RESIMPLIFI® PRODUCT AND SERVICES AND SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES DUE TO ANY ACTION TAKEN OR NOT TAKEN BY CLIENT AS A RESULT OF ANY DATA OR INFORMATION GATHERED USING THE RESIMPLIFI® PRODUCT.

Should Resimplifi, Inc be sold in whole or in part, the Client agrees that this contract shall remain intact with the new business and or new product owner.

Resimplifi® Application Consent and Privacy

For login and password creation at Resimplifi® - In submitting the form to create a password for Resimplifi®, the client agrees to their details are being used for the purposes of payment and / or login creation and this information will only be accessed for purposes of billing and site access. The client's data will not be shared to third parties for any purposes other than payment processing.

II. General

Resimplifi, Inc agrees to keep the data in Resimplifi® up to date and incorporate new locations located within the client's defined target market.

Terms of contract are the sole knowledge of Resimplifi® and The Client and may not be discussed generally nor specifically with a third party.



II. Pricing

The estimated population for the requested region is as follows:

1. *City of Hutto, TX: 45,000*

We have one potential option that we believe can accommodate you.

Resimplifi Complete

Resimplifi Complete is the most exhaustive and researched commercial real estate property data available for economic development. The baseline data would constitute our Resimplifi Ready listings. This data would be made available immediately. Our team would then begin supplementing this data with a full market review. The market review would begin by researching any on-line potential listings within the municipalities served. We include local development projects or For Sale by Owner Properties provided by the Client. Listings collected through Resimplifi Technology will be updated weekly whereas listing collected via the Resimplifi Research Team (manual) will be updated monthly. Data can be supplemented by the client or participating brokerage communities through on-line submission.

List Price: \$6,000

ViewPro Add-on List Price: \$2,500 | Discounted Price: FREE Year One

Total Price: \$6,000

One year contract increases 7% year to year

Three year contract increases 5% each year for the duration of the contract

Resimplifi Premium Property Records, National Listings, and Economic Development Update Dashboard are available to all members of your research team for all of the Resimplifi Data Products.

AGENDA ITEM REPORT

7.4.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider Resolution R-HEDC-2026-029 approving a budget amendment for the corporation related to Resimplifi software.
Meeting: Monday, June 8, 2026
Department: Finance
Staff Contact:

BACKGROUND INFORMATION:

This proposed amendment is for the purchase of the Resimplifi software. This \$6,000 amendment will reduce the budgeted ending fund balance to \$40,045,021. This budgeted ending fund balance includes one additional land sale this fiscal year.

In absence of any further land sales this year, this amendment would reduce the FY 2026 estimated fund balance to \$12,462,181

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

This \$6,000 amendment will reduce the budgeted ending fund balance to \$40,045,021. This budgeted ending fund balance includes one additional land sale this fiscal year.

In absence of any further land sales this year, this amendment would reduce the FY 2026 estimated fund balance to \$12,462,181

ATTACHMENTS:

1. Exhibit A - Proposed Budget Amendment 6-8-2026
2. 7.4 Resolution NO. R-HEDC-2026-029 REsimplify Budget

EXHIBIT A
Proposed Budget Amendment
6/8/2026

Department / Description	Account Code	Current Budget	Proposed Budget Amendment	Revised Budget	Notes
<u>Expenses</u>					
Marketing Services	35-500-008-6416	\$ 44,383	\$ 6,000	\$ 50,383	To increase marketing services for the Resimplifi software

**HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B
RESOLUTION NO. R-HEDC-2026-029**

A RESOLUTION OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION B, APPROVING A BUDGET AMENDMENT FOR REAL ESTATE DATA PLATFORM THROUGH RESIMPLIFI; PROVIDING FOR REPEAL, SEVERABILITY, TEXAS OPEN MEETINGS ACT COMPLIANCE, AN EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, the City of Hutto created the Hutto Economic Development Corporation, Type B (the “Corporation”); and

WHEREAS, the Board of Directors for the Corporation (the “Board”) finds that it conducts a significant amount of complex real estate transactions; and

WHEREAS, the Board finds that it previous approved terms of service and a proposal for service of a real estate data platform through a company called REsimplifi; and

WHEREAS, the Board desires to approve a budget amendment in the amount of \$6,000.00 for the use of the REsimplifi platform.

NOW, THEREFORE, BE IT RESOLVED by the Hutto Economic Development Corporation, Type B Board of Directors that:

1. The findings and recitals set forth above are hereby determined to be true and correct and are incorporated into this Resolution as if fully stated herein.

2. The Board of Directors hereby approves a budget amendment in the amount of SIX THOUSAND DOLLARS AND ZERO/CENTS (\$6,000.00) for the use of the REsimplifi platform.

3. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation, and this Resolution shall not operate to amend, change, supplement or repeal any such other resolutions or action of the Board insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolutions are hereby repealed.

4. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

5. The Board hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

6. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED by the Board of Directors of the Hutto Economic Development Corporation, Type B on the 8th day of June 2026.

APPROVED

Caitlin Morales, Vice Chairperson

ATTEST:

Irma Gonzalez, Secretary

EXHIBIT A
ECONOMIC DEVELOPMENT OVERVIEW

EXHIBIT B
ONLINE TERMS OF SERVICE

EXHIBIT C
HUTTO SPECIFIC PROPOSAL

AGENDA ITEM REPORT

7.5.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action on Resolution R-HEDC-2026-038 to approve the Fiscal Year 2027 Budget of the Corporation and recommend to the Hutto City Council for consideration and approval.
Meeting: Monday, June 8, 2026
Department: Economic Development
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 7.5 Resolution R-HEDC-2026-038 Budget Approval FY27
2. HEDC FY27 Budget Worksheet_6.8.26

HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE A AND TYPE B
RESOLUTION NO. R-HEDC-2026-038

A RESOLUTION OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE A AND TYPE B BOARD OF DIRECTORS APPROVING THE 2026-2027 FISCAL YEAR BUDGET; PROVIDING FOR REPEAL, SEVERABILITY, TEXAS OPEN MEETINGS ACT COMPLIANCE, AN EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS

WHEREAS, the Hutto Economic Development Corporation, Type A and Type B (the “Corporation”) is an economic development corporation operating pursuant to the Development Corporation Act, as codified in the Local Government Code, as amended and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, the Board of Directors for the Corporation (the “Board”) finds that Section 1.3 of the Corporation bylaws requires that at least sixty (90) days prior to the commencement of each fiscal year, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the following fiscal year; and

WHEREAS, the Board finds that the Corporation's 2026-2027 fiscal year starts on October 1, 2026, and ends on September 30, 2027, unless modified by City Council; and

WHEREAS, the Board finds that the budget must classify expenditures as routine or discretionary; and

WHEREAS, the Board finds that pursuant to Texas Local Government Code Section 501.073, City Council shall review and approve the financial statements of the Corporation through the annual budget process; and

WHEREAS, the Board desires to approve the 2026-2027 fiscal year budget attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Hutto Economic Development Corporation, Type A and B Board of Directors that:

1. The findings and recitals set forth above are hereby determined to be true and correct and are incorporated into this Resolution as if fully stated herein.
2. The Board hereby adopts the 2026-2027 annual budget in the form attached hereto as Exhibit A.
3. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation, and this Resolution shall not operate to amend, change, supplement or repeal any such other resolutions or action of the Board insofar as the provisions thereof might be inconsistent

or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolutions are hereby repealed.

4. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

5. The Board hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

6. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED by the Board of Directors of the Hutto Economic Development Corporation, Type A and B on the 8th day of June 2026.

APPROVED

Caitlin Morales, Vice Chairperson

ATTEST:

Irma Gonzalez, Secretary

EXHIBIT A
2026-2027 ANNUAL BUDGET

35-500-008-6410

35-500-008-6401

35-500-008-6401

35-500-008-6401

35-500-008-6405

35-500-008-6405

35-500-008-6405

35-500-008-6405

35-500-008-6405

35-500-008-6416

35-500-008-6416

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35-500-008-6558
35-500-008-6558
35-500-008-6558
35-500-008-6631

[illegible]

[illegible]

[illegible]

[illegible]

Description
Austin Regional Manufacturing Assoc. (ARMA) Luncheon
*Small Business Appreciation
! Special Events/Awards
! Food/Meals
ICSC Red River-Printing
Retail LIVE!-Austin
Austin Regional Manufacturing Assoc (ARMA)-State of Manufacturing Conference & Expo
*BIO International
*Aerospace Symposium
! Tradeshow

Outside Printing
Litigation Services
General Legal Counsel
! Attorney Services
City of Hutto Prof Svcs Agrmt
! TIRZ Consulting
*Turn Lane study
*Downtown ROW Optimization
! Professional Services
Board Supplies
SquareSpace (HEDC Website)
Outside Marketing (Formerly Community Impact Ads)
Retail Coach
! Additional Marketing Services

PlacerAI Software

***MySidewalk**

***ReSimplifi**

!Marketing Services

Incentives Management Software

***Entrepreneurship Support Program**

! Business Program Administration

Audit Services

Sales Tax Training-Board & Staff
*Texas Downtown Association Annual Conference
! Training & Development
*BIO International Travel
*Aerospace Symposium Travel
*Texas Downtown Association Annual Conference Travel
! Travel & Lodging
Postage
! Bank & Finance Charges
Austin Business Journal Subscription
Austin Regional Manufacturing Assoc. (ARMA) Membership
Hutto Chamber Membership
*Wall Street Journal Subscription
WilCo EDP
Membership Dues & Subscriptions
TSTC
Economic Development

***Pocket Playground in Downtown**

Capital Outlay

Small Business Incentives

Facade Improvement Grants-Historic Downtown, Commercial Only

Small Business Incentive Program

Hutto Chamber Gala Table

! Holidays In Hutto

Sponsorships/Community Outreach

Land Purchases

Total Operating Budget

Expense Type: Routine (R) or Discretionary (D)	Adopted FY 26 Amount	Adjusted FY26	FY27 Request	FY27 Line Item Total
R			\$460.00	
R			\$2,500.00	
	\$346.50	\$346.50		\$2,960.00
R	\$750.00	\$750.00	\$3,000.00	\$3,000.00
R			\$100.00	
R			\$475.00	
R			\$775.00	
R			\$2,400.00	
R			\$1,450.00	
	\$1,311.50	\$1,311.50		\$5,200.00

R			\$1,000.00	\$1,000.00
R				
R				
	\$125,000.00	\$125,000.00	\$75,000.00	\$75,000.00
R			\$12.00	
R	\$10,000.00		\$0.00	
D			\$75,000.00	
D			\$80,000.00	
	\$10,012.00	\$619,012.00		\$155,012.00
R			\$75.00	
R			\$318.78	
R			\$3,000.00	
R			\$2,500.00	
D			\$0.00	

R			\$32,917.32	
R			\$16,000.00	
R			\$6,000.00	
	\$44,382.60	\$44,382.60		\$60,811.10
R			\$29,068.20	
D			\$25,000.00	
	\$21,684.00	\$21,684.00		\$54,068.20
	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00

R			\$450.00	
R			\$1,250.00	
	\$825.00	\$825.00		\$1,700.00
R			\$2,081.00	
R			\$2,388.00	
R			\$1,876.00	
				\$6,345.00
R	\$100.00	\$100.00	\$100.00	\$100.00
R	\$350.00	\$968.00	\$2,000.00	\$2,000.00
R			\$200.00	
R			\$675.00	
R			\$2,500.00	
R			\$192.00	
R			\$10,000.00	
	\$13,360.00	\$13,360.00		\$13,567.00
R			\$125,000.00	
	\$125,000.00	\$125,000.00		\$125,000.00

D			\$22,500.00	
	\$0.00	\$0.00		\$22,500.00
D			\$100,000.00	
D			\$100,000.00	
	\$200,000.00	\$200,000.00		\$200,000.00
R			\$1,500.00	
R			\$1,500.00	
	\$51,650.00			\$3,000.00
D	\$0.00	\$2,014,500.00		
	FY26 Approved	FY26 Adjusted		FY27 Requested

% Change YOY (approved FY26)	% Change YOY (adjusted FY26)	Notes for FY27
		Awards luncheon & Women In Manufacturing only = 2; 2 staff for awards luncheon @ \$100ea = \$200 + 1 staff for WIM @ \$100 = \$300 total; FY27: quarterly attendance for 1 staff member at luncheons (4 x \$65 = \$260) + 2 staff at Awards Luncheon (2 x \$100 = \$200) == \$460
		FY26: pop-up events with treats at multiple business hubs throughout Hutto and deliveries to industry businesses. Partnered with Chamber on select locations. Neighboring communities put on a summit or multi-day event(s). For FY27-we have collaborated with the Chamber and will partner on 4 campaigns/events throughout the year to support small businesses on a more consistent basis. Desired outcomes are to highlight partnership between EDC and Chamber, provide additional and more consistent exposure and support for Hutto businesses, and continue to build trust with our business community by being more steadfast in our approach to engagement. Plan: August = Back to School: leveraging LinkedIn Learning to strengthen your business; November = Shop Small Saturday; February: Valentine's Day-showing small businesses some love; May-Small Business Week.
754.26%	na	
300.00%	na	Project Blue Hub, breakfast \$166.06, lunch \$360, dinner \$125 = \$651.06 x 2 per year = 1302.12; 2 dinners/meals for HEDC meetings/workshops @\$250 = \$500 TOTAL: \$1,802.12. For typical site visit, larger dinner likely: Propose \$250 bfast + \$500 lunch + \$1500 dinner = \$1250/site visit x 2/yr = \$2500; + special HEDC events est: \$500; == \$3000; rec approval for food for 1 site visit, then if used, request for a possible second.
		FY26 in San Antonio, previous years have been in DFW.*If in DFW, need 1 night's stay to optimize time & effort
		Expected YOY increase.
		Expected YOY increase.
	About BIO International Conference	June 9-12, 2027 in Philadelphia; see link to conference site in cell to left.
	41st Space Symposium - Registration	April, 2027 (was 13th -16th in 2026); see link to conference site in cell to left.
296.49%	na	

		Marketing collateral throughout year: Commercial, Industrial, Community Profile, Workforce Snapshot, site visit folders/content.
-40.00%	na	
		Approved by CC on 1/22/26; evergreen
		Possible TIRZ 5: at present, is for geographic area (zone) specific to a single development (Gateway), staff recommendation is that the developer pay for the TIRZ consultant fee in addition to the TIRZ app Fee per the current Fee Schedule of COH, resulting in a \$0 TIRZ budget expense.
		1-time expense to evaluate impact of Turn Lanes (TLs) and prioritize for design & implementation. Eval impactful intersections regarding turn-lanes (new right/left) and existing, including evaluation of cuing lanes will also be included for a more complete view of impact to turn-lane changes. Suggested intersections include Limmer/Innovation; Exchange/79; Christ Kelley/79, Limmer/1660). Request stems from Budget survey responses regarding traffic flow challenges. *Plan of Work (POW)=opp for \$0 now, but authorize staff to further research, get estimates/bids and bring back for budget amendment.
		Existing ROW on several streets downtown, not being utilized for public use such as parking; opportunity to evaluate and prepurpose ROW to add parking (Farley, Main, etc)*POW item; rec get bids and bring back for funding request; FY26 priority or push to FY27? Includes demo and curb reconstruction, striping, signage.Staff rec is plan for FY26 Budget amendment for design, then FY27 Budget for construction.
1448.26%	-74.96%	
		Name tags, business cards, embroidery of shirts etc.
		5% YOY increase;
		update to "outside marketing" to better align with development related publications and platforms such as: Real Estate Business Journal, ABJ, Site Selectors Mag, etc.
		Annual retail data update.No increase expected for FY27
		Capturing under subline items. No additional reports or services needed for Marketing at this time. Staff Rec: request as-needed.

		Confirm pricing, updated contract payment schedule. Not more than 8% YOY increase. Budget allows for max 8%. We are actively evaluating value-add and alternatives for efficiency and fiscal responsibility.
		Community data platform; consolidated reporting on demographic information, helpful for both external recruitment as well as local resident awareness. Staff rec: bring forward more robust proposal for website updates following a more in-depth Board discussion and evaluation of HEDC website to align with Board priorities/expectations. = \$0 in budget now, with expectation of amendment to support in FY27. *POW item.
		Real Estate software plug-in for website: promote and track real estate performance in Hutto. Reporting capabilities and market information for purchase and lease; existing space and vacant land. Helpful to inform Board on market trends, can support land sales and purchases with market info on pricing and availability, support recruitment with available sites/locations. Performance over time. Staff rec: include in FY26 via budget amendment for immediate implementation; recurring expense.
37.02%	na	
		CivicServe (also housing our CRM, transition in FY26 from BluDot). Net savings of approximately \$1K/yr vs separate softwares. Will also house applications and compliance for HOT, Downtown Incentives Program, ch 380s, TIRZs, & Ch 312. Helpful in our pursuit of the EcDev Transparency Star with TX Comptroller.
		Annual expense; programming for start-ups, continued support to foster entrepreneurial base in Hutto; resources may include permitting pathway/guidance; workshops and mentorship related to topics such as: financial planning for business/investment, commercial taxation, business management, payroll/HR, marketing, commercial real estate, incentives education, mentorship with other successful local business owners. Request is result of Budget survey responses related to business support. Associated costs could include: securing professionals and speakers for events and programs, software licensing/access, training/education expenses. *POW item.
149.35%	na	
0.00%	na	Confirmed with Finance, 5.6.26

		\$0 for FY27 for staff, required every other year. Last completed FY26. Rec for 2 Board Members-Austin session usually Nov/Dec.
		Amarillo in 2027; registration for 2 staff Member est: \$625 (\$600 in 2025).
106.06%	na	
		Flight: \$450; ground transportation \$50x4 = \$200; Hotel: \$225 x 5nts = \$1,125; Per Diem: \$306; TOTAL: \$2,081. *see link to event details provided above
		Flight: \$650; ground transportation \$50x8 = \$400 (plan to cost-share daily trips with other local EcDev attendees); Hotel: \$275/nt x 4 = \$1,100; Per Diem: \$238; TOTAL: \$2,388. *see link to event details provided above.
		Use City vehicle; Hotel: \$175/nt x 4nts x2 staff = \$1400; per diem \$238 x 2 staff = \$476; TOTAL: \$1,876
na	na	
0.00%	na	
471.43%	106.61%	
		Current: Prosper; New option for "Chairman's Circle" level = \$3500.
		\$16/mo
1.55%	na	
		Annual payment, EDPA obligation.
0.00%	na	

		1-time expense to install small playground equipment (Swing set, slide, climbingpanel/jungle gym) at the City-owned property near parking lot at Pecan/East in Downtown. Request is result of Budget survey responses for downtown support. Estimate is as follows: Equipment = \$12K + Safety/surfacing = \$8K + Site prep/misc = \$2500: TOTAL: \$22,500. *POW item. Going to fixed assets in COH Budget, unless HEDC approves in Fund 35. Possible support from DHBA and/or KHB for ongoing M&O. Requested agenda for next DHBA meeting on 6/15/26. This request is in response to the summarized budget survey data and the item proposed for the Dot exercise. This item scored very high and ultimately made the cut in the amount the residents were willing to pay per month to get the assorted items. Aligns with downtown revitalization goals by activating an existing space at minimal cost, increasing dwell time, and providing a family-friendly gathering area—particularly appealing to Hutto’s fastest-growing demographic of young families. From our City Services & Culture Survey, this request aligns with the High-priority of Parks, Trails, and recreation facilities.
na	na	
		Annual allocation to support new or expanding small businesses in Hutto. Prior recipients include Hutto Wine Bar and Happy Panini.
		*restricted to Commercial properties for HEDC support; rec approval at \$100K until additional applications received and current funds exhausted. Possible opportunity to reallocate Sml Biz Incentives later in the year if funds still available.
0.00%	na	
		Increase YOY est \$1500
		Standing annual contribution (tourism). Opportunity to specify and/or reduce depending on HOT applications and approvals. Staff Rec allow for future request(s). Anticipated all HIH events will be in HOT. SSS is the only one that would not qualify for HOT and align with HEDC expenditures.
-94.19%	na	
na	na	
YOY vs FY26 Approved	YOY vs FY26 Adjusted	

AGENDA ITEM REPORT

7.6.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action on Resolution R-HEDC-2026-015 to approve the Strategic Plan for the Corporation.
Meeting: Monday, June 8, 2026
Department: Economic Development
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 7.6 Resolution NO. R-HEDC-2026-015 Strategic Plan

**HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE A AND B
RESOLUTION NO. R-HEDC-2026-015**

A RESOLUTION OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE A AND B, APPROVING AND APPROVING AND RATIFYING THE STRATEGIC PLAN; PROVIDING FOR REPEAL, SEVERABILITY, TEXAS OPEN MEETINGS ACT COMPLIANCE, AN EFFECTIVE DATE AND PROVIDING FOR RELATED MATTERS

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, the City of Hutto created the Hutto Economic Development Corporation, Type A and B (the “Corporation”); and

WHEREAS, the Board of Directors for the Corporation (the “Board”) recognizes the need for a clear and focused Strategic Plan to guide economic development priorities, decision-making, project evaluation, and resource allocation; and

WHEREAS, the Board finds that the Strategic Plan outlines goals, objectives, initiatives, and performance measures that support business retention, recruitment, infrastructure readiness, workforce development, downtown vitality, and long-term economic growth; and

WHEREAS, the Board has reviewed the Strategic Plan, finds it to be in the best interest of the Corporation and the community, and wishes to formally approve and ratify the document.

NOW, THEREFORE, BE IT RESOLVED by the Hutto Economic Development Corporation, Type A and B Board of Directors that:

1. The findings and recitals set forth above are hereby determined to be true and correct and are incorporated into this Resolution as if fully stated herein.
2. Approves and ratifies the Strategic Plan as presented in Exhibit A.
3. Authorizes the Executive Director to administer the Program, accept applications, coordinate reviews, and process reimbursements according to Program guidelines.
4. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation, and this Resolution shall not operate to amend, change, supplement or repeal any such other resolutions or action of the Board insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolutions are hereby repealed.
5. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

6. The Board hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

7. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED by the Board of Directors of the Hutto Economic Development Corporation, Type A and B on the 8th day of June, 2026.

APPROVED

Caitlin Morales, Vice Chairperson

ATTEST:

Irma Gonzalez, Secretary

EXHIBIT A
STRATEGIC PLAN

AGENDA ITEM REPORT

7.7.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action regarding the planning and development of City of Hutto Fire Station #1.
Meeting: Monday, June 8, 2026
Department: Economic Development
Staff Contact:

BACKGROUND INFORMATION:

Following Board action at their joint special called meeting with City Council on May 26, 2026, staff has executed an agreement with PBK Architects for the design and engaged Arias for GeoTech services and Scheibe Consulting for survey services via request for proposals in support of the due diligence efforts for the proposed City of Hutto Fire Station #1. A proposal has been received from Scheibe and staff expects a proposal from Arias early in the week of June 8, 2026. Land for the proposed station went under contract on May 29, 2026 and ESCROW on June 2, 2026.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

7.8.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action on Resolution R-HEDC-2026-025 to approve a construction contract form document for the Corporation.
Meeting: Monday, June 8, 2026
Department: Economic Development
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 7.8 Resolution No. R-HEDC-2026-025 Construction Contract
2. 7.8 Ex A-1 Master Construction Agreement
3. 7.8 Ex A-2 General Conditions

**HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE A AND B
RESOLUTION NO. R-HEDC-2026-025**

**A RESOLUTION OF THE HUTTO ECONOMIC DEVELOPMENT
CORPORATION TYPE A AND B, APPROVING CONSTRUCTION
CONTRACT TEMPLATE FOR CAPITAL IMPROVEMENT PROJECTS;
PROVIDING FOR REPEAL, SEVERABILITY, OPEN MEETINGS
COMPLIANCE, AN EFFECTIVE DATE AND PROVIDING FOR
RELATED MATTERS**

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, the City of Hutto created the Hutto Economic Development Corporations, Type A and Type B (the “Corporation”); and

WHEREAS, the Board of Directors (“Board”) for the Corporation finds that the Corporation undertakes capital improvement projects for the benefit of the City of Hutto (the “City”); and

WHEREAS, the Board finds that significant time is invested in creating project specific terms and negotiating contracts; and

WHEREAS, the Board finds that a template for construction will expedite contracting, reduce schedule slippage and scope creep, and reduce the overall cost to the Corporation and residents of the City; and

WHEREAS, the Board desires to approve the Master Construction Agreement with General Conditions attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Hutto Economic Development Corporation, Type A and B Board of Directors that:

1. The facts and recitations set forth above are hereby found to be true and correct and are adopted herein for all purposes.

2. The Board hereby approves the Master Construction Agreement with General Conditions attached hereto as Exhibit A as amended and approved by the Corporation’s General Counsel to be used for all capital improvement projects undertaken by the Corporation.

3. This Resolution shall be and is hereby cumulative of all other resolutions of the Corporation, and this Resolution shall not operate to amend, change, supplement or repeal any such other resolutions or action of the Board insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event such conflicting provisions, if any, in such other resolutions are hereby repealed.

4. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

5. The Board hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

6. This resolution shall become effective immediately upon signing of this resolution.

PASSED AND APPROVED by the Board of Directors of the Hutto Economic Development Corporation, Type A and B on the 8th day of June, 2026.

APPROVED

Caitlin Morales, Vice Chairperson

ATTEST:

Irma Gonzalez, Secretary

EXHIBIT A

A-1 Master Construction Agreement

A-2 General Conditions

**MASTER CONSTRUCTION AGREEMENT BETWEEN THE HUTTO
ECONOMIC DEVELOPMENT CORPORATION TYPE ____ AND
_____ FOR THE _____ PROJECT**

This MASTER CONSTRUCTION AGREEMENT (“*Agreement*”) is entered into and effective as of the date of last signature set forth below (“*Effective Date*”), by and between the CITY OF HUTTO ECONOMIC DEVELOPMENT CORPORATION TYPE ____ (“HEDC”), an _____, and _____ (“*Contractor*”), an economic development corporation created pursuant to the authority of the Development Corporation Act of 1979, as amended, authorized to do business in the State of Texas for the _____ Project (the “*Project*”). HEDC and Contractor are sometimes referred to as individually as “*Party*” or collectively as the “*Parties*”.

WHEREAS, the HEDC Board of Directors (the “Board”) approved the Project under the Program by Resolution No. _____ on _____, and the City Council of the City of _____ approved the Project by Resolution No. _____ on _____; and

WHEREAS, the HEDC, or its assigned managing entity, prepared bid documents and solicitation materials for the procurement of a construction contractor for the Project in conformance with the HEDC procurement methods; and

WHEREAS, the Contractor submitted a proposal in response to the solicitation on _____; and

WHEREAS, all responses were opened and reviewed at a properly noticed meeting of the Board of Directors on _____; and

WHEREAS, the Board evaluated all responses on factors including price, qualifications, experience, performance history, reputation, and overall value to the City, to ensure that price, quality, and reliability were all considered in the selection; and

WHEREAS, the Board selected the Contractor based on its determination that the Contractor represented the best outcome for the City; and

WHEREAS, the Funding Entity for the Project has entered into a Funding Agreement providing for full funding for the Project; and

WHEREAS, the parties now desire to enter into this Master Construction Agreement for the construction of the Project.

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

Master Construction Agreement

ARTICLE I – PARTIES

- A. Addresses. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

Hutto Economic Development
Corporation Type

Attn: Executive Director
500 W Live Oak Street
Hutto, Texas 78634

With a copy to

Hyde Kelley LLP
Attn: George Hyde
General Counsel
2806 Flintrock Trace
Suite A-104
Austin, Texas 78738

Contractor

[_____]
Attn: [_____]
[_____]
[____], [____] [____]

With a copy to

[_____]

Attn: [_____]

[_____]
[____], [____] [____]

ARTICLE II. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

- B. This Agreement is structured to serve as the master contract governing the construction of the Project. This Agreement shall consist of the following contract documents:
1. Project Specific Conditions;
 2. General Conditions;
 3. The published request and submitted response by Contractor,
 4. Construction Documents consisting of the drawings, specifications, details and other documents developed by the Engineer or Architect of record to describe the Project and accepted by HEDC;
 5. The Performance Bond in the sum of 100% of the total Contract Price;
 6. The Payment Bond in the sum of 100% of the total Contract Price;

Master Construction Agreement

7. Project Progress Summary, and
 8. All change orders issued after the Effective Date.
- C. If there is an irreconcilable conflict between or among the various documents that make up the Contract Documents, the interpretation that provides for the higher quality of material and/or workmanship will prevail over all other interpretations. Otherwise, the Project Specific Conditions supersede the General Conditions and the Change Order supersede all previous contract documents only to the extent directly contradictory and specifically identified in the Change Order.
- D. The Contract Documents form the entire and integrated Agreement between HEDC and Contractor and supersede all prior negotiations, representations or agreements, written or oral.

ARTICLE III. PROJECT SPECIFIC CONDITIONS

A. Project Identification

The Project is known as _____ and is generally described as follows: _

B. Scope of Work

The Contractor shall furnish all materials, equipment, tools, and labor necessary to complete the Work in accordance with the Construction Documents.

Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Contract Documents and other documents prepared by the Project Architect/Engineer in the Construction Documents.

C. Contract Price

Section 10.1 of the General Conditions are hereby superseded by the following terms:

- 10.1 Contract Price. HEDC shall pay Contractor for performance of its obligations under this Agreement including the Base Proposal and Alternate Proposals (if any), the sum of **XXXXX DOLLARS AND ZERO/CENTS (\$_____)**, and make payment in accordance with the provisions of ARTICLE 10 of the General Conditions.

OPTIONAL: The following Alternate Proposals, fully described in the Drawings and Specifications, are included as part of the contract sum:

Master Construction Agreement

D. Project Schedule

Constructions schedule requirements are set by Article 9 of the General Conditions.

Project Specific Initial Dates: the HEDC shall issue a Notice to Proceed on or about _____. The Contractor shall achieve Substantial Completion of the Work within _____ (_____) calendar days after the date of the Notice to Proceed. Unless otherwise specified in writing, the Contractor shall achieve Final Completion within thirty (30) calendar days after Substantial Completion. The time set forth for completion of the Work is an essential element of this Agreement.

Performance Milestones will be proposed by Contractor and accepted by HEDC by and through the Baseline Schedule and Work Progress Schedule. Adherence to the Performance Milestones will be monitored by HEDC and considered in any analysis of schedule and issuance of a notice pursuant to Section 9.6 of the General Conditions.

E. Early Completion Incentives

Section 9.13 of the General Conditions are hereby superseded by the following terms:

9.13 Early Completion Incentives. HEDC shall, as an incentive for the timely completion of quality work offer Early Completion Incentives by increasing the Contract Sum in the amount of Early Completion Incentives stated in the Project Specific Conditions. If such incentives are included in the Project Specific Conditions, the following terms apply:

9.13.1 Substantial Completion. For each consecutive calendar day before the expiration of the substantial completion deadline (each a “Early Completion Day”) HEDC will add to the money due or that becomes due to the Contractor as an incentive for timely completion and to reflect savings incurred by the HEDC the per diem dollar mount identified in the Project Specific Conditions. Early Completion Incentive payments for substantial completion shall be provisional and shall not be finally earned unless the Contractor achieves Final Completion within 30 days of Substantial Completion.

Early Completion Day(s)	Per Diem Amount
0-15	
16-30	
30+	

9.13.1 Final Completion. For each Early Completion Day before the expiration of the final completion deadline, HEDC will add to the money due or that becomes due to the Contractor as an incentive for timely completion and to reflect savings incurred by the HEDC the per diem dollar mount identified in the Project Specific Conditions. No Early Completion Incentive payments

Master Construction Agreement

shall be earned unless Final Completion, including all punch list items, closeout documentation, and contractual requirements are met prior to the Final Completion deadline.

Early Completion Day(s)	Per Diem Amount
0-15	
16-30	
30+	

F. Liquidated Damages

Section 9.12 of the General Conditions are hereby superseded by the following terms:

9.12 Liquidated Damages. HEDC shall collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Project Specific Conditions. Liquidated Damages per diem amounts shall be escalating by the number of Late Completion Days, as defined below, to address, and as reasonably related to, the escalating costs incurred by HEDC and the Funding Entity as a result of the ongoing delay. In the event that Contractor fails to complete the Project timely, it is anticipated that HEDC will suffer the following damages:

INSERT PROJECT SPECIFIC EXPECTATIONS: Extended administrative and oversight costs incurred by additional time from inspectors, engineers, and other employees, extended traffic control and public safety costs, public inconvenience and business disruption costs from increased traffic congestion and reduced public accessibility, increased financial costs including loan refinancing fees or extended interest payments.

9.12.1 Substantial Completion. For each consecutive calendar day after the expiration of the substantial completion deadline (each a “Late Completion Day”) HEDC will be deduct from money due or that becomes due to the Contractor a per diem dollar amount as identified below, not as a penalty but as liquidated damages representing the parties’ estimate at the time of executing this Agreement of the damages that the HEDC will sustain for late completion.

Late Completion Day(s)	Per Diem Amount
0-15	
16-30	
30+	

9.12.2 Final Completion. For each Late Completion Day after the expiration of the final completion deadline the HEDC will be deduct from money due or that becomes due to the Contractor a per diem dollar amount as below, not as a

Master Construction Agreement

penalty but as liquidated damages representing the parties' estimate at the time of executing this Agreement of the damages that the HEDC will sustain for late completion.

Late Completion Day(s)	Per Diem Amount
0-15	
16-30	
30+	

G. Insurance Requirements

Insurance requirements are established by Article 5 of the General Conditions.

H. Bonding Requirements

The Contractor shall furnish a Performance Bond in the amount of one hundred percent of the contract price pursuant to Article 5 of the General Conditions.

The Contractor shall furnish a Payment Bond in the amount of one hundred percent of the contract price pursuant to the terms of Article 5 of the General Conditions.

The Contractor shall be required to furnish a maintenance bond at dedication. Such bond may be required by the City as a condition for dedication in which case amount of such bond is set by City ordinances. If it is not, such bond is required under this contract is 20% of total costs and must cover the entire two year warranty period.

I. Closeout Deliverables

In addition to the requirements set forth in the General Conditions, the following project-specific documentation shall be provided by Contractor and referred to as "closeout documents" in the General Conditions.

ARTICLE IV. CONTRACTOR REPRESENTATIONS

In order to induce the HEDC to enter into this Agreement, the Contractor represents that it has examined and carefully studied the Contract Documents; that it has visited the Project site and is familiar with the general, local, and site conditions that may affect cost, progress, and performance of the Work; that it is familiar with all applicable federal, state, and local laws and regulations that may affect the Work; that it is financially solvent, able to pay all debts as they mature, and possesses sufficient working capital to complete the Work; that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental authorities having jurisdiction over the Work; that it possesses the experience and expertise necessary to perform the Work in accordance with the Contract Documents; and that the individual executing this

Master Construction Agreement

Agreement on behalf of the Contractor has been duly authorized to act for and bind the Contractor to its terms.

ARTICLE V. PARTY REPRESENTATIVES

A. **HEDC Representatives.** The HEDC designates the following individuals to act on its behalf:

1. The HEDC's Designated Representative is: _____.
2. The Engineer of Record for the HEDC for the Project is: _____.

B. **Contractor Representatives.** Contractor designates the following individuals to act on its behalf:

1. The Contractor's Designated Representative is: _____.

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE VI. NOTICES

Any notice required or permitted to be given under this Agreement must be in writing and may be served by electronic mail at the electronic mail addresses provided in herein; by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested to the address provided herein.

ARTICLE VII. EXHIBITS AND ATTACHMENTS

The following exhibits are attached to and incorporated into this Agreement. If any exhibit is amended during the course of the Project, the amendment must be noted below and the amended document must be attached to or replace the prior version within the applicable exhibit.

Exhibit A — General Conditions

Exhibit B — Construction Documents (Drawings, Technical Specifications, Contractor's Bid/Proposal, and Addenda) **[LIST SPECIFIC DOCUMENTS]**

Exhibit C — Request and Responsive Bid Submitted by Contractor

Exhibit D — Project Progress Summary (Excel workbook with executed Change Orders attached)

Exhibit E — Performance Bond

Exhibit F — Payment Bond

Exhibit G — Federal Funding Requirements Addendum [Attached if applicable]

Master Construction Agreement

All executed Change Orders must be recorded in Exhibit D attached thereto. Failure to update Exhibit D or to attach an executed Change Orders does not affect the validity or effectiveness of any duly executed Change Order, but may result in delay or denial of future Change Order requests.

ARTICLE VIII. SIGNATORY WARRANTY

The undersigned signatory for the Contractor hereby represents and warrants that the signatory is an officer or authorized representative of the Contractor and has full and complete authority to enter into this Agreement on behalf of the Contractor. These representations and warranties are made for the purpose of inducing the HEDC to enter into this Agreement.

<signatures on subsequent pages>

IN WITNESS WHEREOF, the parties have executed this Master Construction Agreement on the ____ day of _____, 202_.

Hutto Economic Development Corporation
Type ____

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Master Construction Agreement

Hutto Economic Development
Corporation Type A and Type B
General Conditions for
Construction Contracts

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Article 1. Definitions

Unless the context clearly requires another meaning, the following terms have the meaning assigned herein.

- 11 *Application for Payment* means Contractor's monthly partial invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted and performed in accordance with the requirements of the Contract Documents. The Application for Payment accurately reflects the progress of the Work, is itemized based on the Schedule of Values, bears the notarized signature of Contractor, and shall not include subcontracted items for which Contractor does not intend to pay.
- 12 *Application for Final Payment* means Contractor's final invoice for payment that includes any portion of the Work that has been completed for which an invoice has not been submitted, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of remaining Contractor's retainage.
- 13 *Architect/Engineer (A/E)* means a person registered as an architect pursuant to Tex. Occ. Code Ann., Chapter 1051, as a landscape architect pursuant to Tex. Occ. Code Ann., Chapter 1052, a person licensed as a professional engineer pursuant Tex. Occ. Code Ann., Chapter 1001, and/or a firm employed by HEDC or Design-Build Contractor to provide professional architectural or engineering services and to exercise overall responsibility for the design of a Project or a significant portion thereof, and to perform the contract administration responsibilities set forth in the Contract.
- 14 *Baseline Schedule* means the initial time schedule prepared by Contractor for HEDC's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by A/E and CDR), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule clearly demonstrates the critical path of activities, durations and necessary predecessor conditions that drive the end date of the schedule. The Baseline Schedule shall not exceed the time limit current under the Contract Documents.
- 15 *Certificate of Final Completion* means the certificate issued by A/E that documents, to the best of A/E's knowledge and understanding, Contractor's completion of all Contractor's Punchlist items and pre-final Punchlist items, final cleanup and Contractor's provision of Record Documents, operations and maintenance manuals, and all other closeout documents required by the Contract Documents.
- 16 *Change Order* means a written modification of the Contract between HEDC and Contractor, signed by HEDC, Contractor and A/E.

- 1.7 *Close-out Documents* mean the product brochures, submittals, product/equipment maintenance and operations instructions, manuals, and other documents/warranties, record documents, affidavit of payment, release of lien and claim, and may be further defined, identified, and required by the Contract Documents.
- 1.8 *Contract* means the entire agreement between HEDC and Contractor, including all the Contract Documents.
- 1.9 *Contract Date* is the date when the agreement between HEDC and Contractor becomes effective.
- 1.10 *Contract Documents* mean those documents identified as a component of the agreement (Contract) between HEDC and Contractor. These may include, but are not limited to, Drawings; Specifications; General, Supplementary General, and Special Conditions; and all pre-bid and/or pre-proposal addenda.
- 1.11 *Contract Sum* means the total compensation payable to Contractor for completion of the Work in accordance with the terms of the Contract.
- 1.12 *Contract Time* means the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order.
- 1.13 *Contractor* means the individual, corporation, limited liability company, partnership, firm, or other entity contracted to perform the Work, regardless of the type of construction contract used, so that the term as used herein includes a Construction Manager-at-Risk or a Design-Build firm as well as a general or prime Contractor. The Contract Documents refer to Contractor as if singular in number.
- 1.14 *Construction Documents* mean the Drawings, Specifications, and other documents issued to build the Project. Construction Documents become part of the Contract Documents when listed in the Contract or any Change Order.
- 1.15 *Construction Manager-at-Risk*, is defined consistent with its application in Tex. Gov't Code, Chapter 2166, means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to HEDC regarding construction during and after the design of the facility.
- 1.16 *Date of Commencement* means the date designated in the Notice to Proceed for Contractor to commence the Work.
- 1.17 *Day* means a calendar day unless otherwise specifically stipulated.

- 118 *Design-Build* means a project delivery method in which the detailed design and subsequent construction is provided through a single contract with a Design-Build firm; a team, partnership, or legal entity that includes design professionals and builders. Design-Build Project delivery shall be implemented in a manner consistent with the terms of Tex. Gov't Code § 2166.2531 to the extent that the same is not directly contradictory to the terms of this Agreement.
- 119 *Drawings* mean that product of A/E which graphically depicts the Work.
- 120 *Final Completion* means the date determined and certified by A/E and HEDC on which the Work is fully and satisfactorily complete in accordance with the Contract and Contractor is eligible to receive the Certificate of Final Completion.
- 121 *Final Payment* means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Sum resulting from approved change orders, and release of Contractor's retainage.
- 122 *Funding Entity* means the applicant for the HEDC Infrastructure Improvement Program that is funding the infrastructure improvements.
- 123 *Notice to Proceed* means written document informing Contractor of the dates beginning Work and the dates anticipated for Substantial Completion.
- 124 *Open Item List* means a list of work activities, Punchlist items, changes or other issues that are not expected by HEDC and Contractor to be complete prior to Substantial Completion.
- 125 *HEDC* means the Hutto Economic Development Corporation, Type A or Type B, which is a party to the contract.
- 126 *HEDC's Designated Representative (CDR)* means the individual assigned by HEDC to act on its behalf and to undertake certain activities as specifically outlined in the Contract. CDR is the only party authorized to direct changes to the scope, cost, or time of the Contract.
- 127 *Project* means all activities necessary for realization of the Work. This includes design, contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.

- 128 *Proposed Change Order (PCO)* means a document that informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor's response of pricing for the proposed change.
- 129 *Punchlist* means a list of items of Work to be completed or corrected by Contractor after Substantial Completion. Punch lists indicate items to be finished, remaining Work to be performed, or Work that does not meet quality or quantity requirements as required in the Contract Documents.
- 130 *Reasonably Foreseeable Adverse Weather Conditions* means weather conditions consistent with the historical averages published in the 1991-2020 U.S. Climate Normals dataset maintained by the National Oceanic and Atmospheric Administration (NOAA) for the weather station nearest the Project site.
- 131 *Record Documents* mean the drawing set, Specifications, and other materials maintained by Contractor that documents all addenda, Architect's Supplemental Instructions, Change Orders and postings and markings that record the as-constructed conditions of the Work and all changes made during construction.
- 132 *Request for Information (RFI)* means a written request by Contractor directed to A/E or CDR for a clarification of the information provided in the Contract Documents or for direction concerning information necessary to perform the Work that may be omitted from the Contract Documents.
- 133 *Samples* mean representative physical examples of materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
- 134 *Schedule of Values* means the detailed breakdown of the cost of the materials, labor, and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by HEDC and A/E.
- 135 *Shop Drawings* mean drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Contractor or its agents which detail a portion of the Work.
- 136 *Site* means the geographical area of the location of the Work.
- 137 *Special Conditions* mean the documents containing terms and conditions which may be unique to the Project. Special Conditions are a part of the Contract Documents and have precedence over the General Conditions and Project Specific Conditions.
- 138 *Specifications* mean the written product of A/E that establishes the quality and/or performance of products utilized in the Work and processes to be used, including testing and verification for producing the Work.

- 139 *Subcontractor* means a business entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.
- 140 *Submittal Register* means a list provided by Contractor of all items to be furnished for review and approval by A/E and HEDC and as identified in the Contract Documents including anticipated sequence and submittal dates.
- 141 *Substantial Completion* means the date determined and certified by Contractor, A/E, and HEDC when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, to be operational and fit for the use intended.
- 142 *Project Specific Conditions* mean procedures and requirements that modify the General Conditions. Project Specific Conditions, when used, have precedence over the General Conditions.
- 143 *Unit Price Work* means the Work, or a portion of the Work, paid for based on incremental units of measurement.
- 144 *Unilateral Change Order (ULCO)* means a Change Order issued by HEDC without the complete agreement of Contractor, as to cost and/or time.
- 145 *Work* means administration, procurement, materials, equipment, construction and all services necessary for Contractor, and/or its agents, to fulfill Contractor's obligations under the Contract.
- 146 *Work Progress Schedule* means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

Article 2. Wage Rates and Other Laws Governing Construction

- 21 Environmental Regulations. Contractor shall conduct activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment., and its protection, at all times. Unless otherwise specifically determined, HEDC is responsible for obtaining and maintaining permits related to stormwater run-off. Contractor shall conduct operations consistent with stormwater run-off permit conditions. Contractor is responsible for all items it brings to the Site, including hazardous materials, and all such items brought to the Site by its Subcontractors and suppliers, or by other entities subject to direction of Contractor. Contractor shall not incorporate hazardous materials into the Work without prior approval of HEDC and shall provide an affidavit attesting to such in association with request for Substantial Completion inspection.
- 22 Wage Rates. Contractor shall not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by HEDC in the bid or proposal specifications. The specified wage rates are minimum rates only. HEDC is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages more than the applicable minimum rate contained in the

Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.

221 Notification to Workers. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site and shall notify each worker, in writing, of the following as they commence work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by HEDC, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

221.1 Contractor shall submit a copy of each worker's wage-rate notification to CDR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.

221.2 The prevailing wage schedule is determined by HEDC. Should Contractor at any time become aware that a particular skill or trade not reflected on HEDC's prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform CDR of the proposed wage to be paid for the skill along with a justification for same and CDR shall promptly concur with or reject the proposed wage and classification. Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.

222 Penalty for Violation. Contractor, and any Subcontractor, will pay to the HEDC a penalty of sixty dollars (\$60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.

223 Complaints of Violations.

223.1 HEDC's Determination of Good Cause. Upon receipt of information concerning a violation, HEDC will conduct an investigation in a manner consistent with Tex. Gov't Code, Chapter 2258, which the parties hereby adopt, and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, HEDC will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

- 2232 No Extension of Time. If HEDC's determination proves valid that good cause existed to believe a violation had occurred, Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.
- 23 Licensing of Trades. Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers and or laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to HEDC.
- 24 Royalties, Patents, and Copyrights. Contractor shall pay all royalties and license fees, defend suits or claims for infringement of copyrights and patent rights, and shall hold HEDC harmless from loss on account thereof, but shall not be responsible for such 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 HEDC or A/E. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to A/E.
- 25 State Sales and Use Taxes. HEDC qualifies for exemption from certain State and local sales and use taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. Upon request from Contractor, HEDC shall furnish evidence of tax-exempt status. Contractor may claim exemption from payment of certain applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. HEDC acknowledges not all items qualify for exemption. HEDC is not obligated to reimburse Contractor for taxes paid on items that qualify for tax exemption. The payment of sales and use tax is presumed to be included in the total Project costs. In the event that Contractor is able to avoid paying sales and use tax, such savings shall be applied to and thereby reduce the Project price.
- 26 Public Subsidy Requirement. Contractor represents and warrants that it does not, and will not, knowingly employ an undocumented worker as defined by Tex. Gov. Code 2264.

Article 3. General Responsibilities of HEDC and Contractor

- 3.1 HEDC's General Responsibilities. HEDC is the entity identified as such in the Contract and referred to throughout the Contract Documents as if singular in number.
- 3.1.1 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed with construction, a conference will be convened for attendance by HEDC, Contractor, A/E and appropriate Subcontractors. The purpose of the conference is to establish a working understanding among the parties as to the Work, the operational conditions at the Project Site, and general administration of the Project. Topics include communications, schedules, procedures for

handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications between the Project team members.

- 3.12 HEDC's Designated Representative. Prior to the start of construction, HEDC will identify HEDC's Designated Representative (CDR), who has the express authority to act and bind HEDC to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract.

3.1.2.1 Unless otherwise specifically defined elsewhere in the Contract Documents, CDR is the single point of contact between HEDC and Contractor. Notice to CDR, unless otherwise noted, constitutes notice to HEDC under the Contract.

3.1.2.2 All directives on behalf of HEDC will be conveyed to Contractor and A/E by CDR in writing.

3.1.2.3 HEDC will furnish or cause to be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and addenda as provided in the Project Specific Conditions.

3.1.2.4 The existence of CDR does not alleviate Contractor's obligation to give specific notice to the HEDC directly in the event of asserted or anticipated breach, force majeure events, claims, injuries, property damage, or other events unanticipated by the Parties.

- 3.13 HEDC Supplied Materials and Information.

3.1.3.1 HEDC will furnish to Contractor those surveys describing the physical characteristics, legal description, limitations of the Site, Site utility locations, and other information used in the preparation of the Contract Documents.

3.1.3.2 HEDC will provide information, equipment, or services under HEDC's control to Contractor with reasonable promptness.

- 3.14 Availability of Lands. HEDC will furnish, as indicated in the Contract, all required rights to use the lands upon which the Work occurs. This includes rights-of-way and easements for access and such other lands that are designated for use by Contractor. Contractor shall comply with all HEDC identified encumbrances or restrictions specifically related to use of lands so furnished. HEDC will obtain and pay for easements for permanent structures or permanent changes in existing facilities, unless otherwise required in the Contract Documents.

- 3.15 Limitation on HEDC's Duties.

3.1.5.1 HEDC will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. HEDC is not responsible for any failure of Contractor to comply with laws and regulations applicable to the Work. HEDC is not responsible for the failure of Contractor to perform or furnish the Work in accordance with the Contract Documents. Except as provided in Section 2.5, HEDC is not responsible for the acts or omissions of Contractor, or any of its Subcontractors, suppliers or of any other person or organization performing or furnishing any of the Work on behalf of Contractor.

3.1.5.2 HEDC will not take any action in contravention of a design decision made by A/E in preparation of the Contract Documents, when such actions are in conflict with statutes under which A/E is licensed for the protection of the public health and safety.

3.2 Role of Architect/Engineer. Unless specified otherwise in the Contract between HEDC and Contractor, A/E shall provide general administration services for HEDC during the construction phase of the project. Written correspondence, requests for information, and Shop Drawings/submittals shall be directed to A/E for action. A/E has the authority to act on behalf of HEDC to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be furnished to Contractor by CDR, upon request.

321 Site Visits.

3.2.1.1 A/E will make visits to the Site at intervals as provided in the A/E's Contract with HEDC, to observe the progress and the quality of the various aspects of Contractor's executed Work and report findings to HEDC.

3.2.1.2 A/E has the authority to interpret Contract Documents and inspect the Work for compliance and conformance with the Contract. Except as referenced in Paragraph 3.1.5.2, HEDC retains the sole authority to accept or reject Work and issue direction for correction, removal, or replacement of Work.

322 Clarifications and Interpretations. It may be determined that clarifications or interpretations of the Contract Documents are necessary. Upon direction by CDR, such clarifications or interpretations will be provided by A/E consistent with the intent of the Contract Documents. A/E will issue these clarifications with reasonable promptness to Contractor as A/E's supplemental instruction ("ASI") or similar instrument. If Contractor believes that such clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Contractor shall so notify HEDC in accordance with the provisions of Article 11.

323 Limitations on Architect/Engineer Authority. A/E is not responsible for:

- 3.2.3.1 Contractor's means, methods, techniques, sequences, procedures, safety, or programs incident to the Project, nor will A/E supervise, direct, control or have authority over the same;
 - 3.2.3.2 The failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work;
 - 3.2.3.3 Contractor's failure to perform or furnish the Work in accordance with the Contract Documents; or
 - 3.2.3.4 Acts or omissions of Contractor, or of any other person or organization performing or furnishing any of the Work.
- 3.3 Contractor's General Responsibilities. Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination and procedures.
- 331 Project Administration. Contractor shall provide Project administration for all Subcontractors, vendors, suppliers, and others involved in implementing the Work and shall coordinate administration efforts with those of A/E and CDR in accordance with these general conditions and other provisions of the Contract, and as outlined in the pre-construction conference.
 - 332 Contractor's Management Personnel. Contractor shall employ a competent person or persons who will be present at the Project Site during the progress of the Work to supervise or oversee the work. The competent persons are subject to the approval of CDR. Contractor shall not change approved staff during the project without the written approval of CDR unless the staff member leaves the employment of Contractor. Contractor shall provide additional quality control, safety and other staff as stated in the Project Specific Conditions.
 - 333 Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and always maintain good discipline and order at the Site.
 - 334 Services, Materials, and Equipment. Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.
 - 335 Contractor General Responsibility. For HEDC furnished equipment or material that will be in the care, custody, and control of Contractor, Contractor is responsible for damage or loss.

- 336 Non-Compliant Work. Should A/E and/or CDR identify Work as non-compliant with the Contract Documents, A/E and/or CDR shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to the HEDC. The approval of Work by either A/E or CDR does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.
- 337 Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom HEDC shall have reasonable objection. HEDC will communicate such objections in writing within ten (10) days of receipt of Contractor's intent to use such Subcontractor, supplier, or other person or organization. Contractor is not required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor shall not substitute Subcontractors without the acceptance of HEDC.
- 3.3.7.1 All Subcontracts and supply contracts shall be consistent with and bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents including provisions of the Contract between Contractor and HEDC.
- 3.3.7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with HEDC only through Contractor. Contractor shall furnish to HEDC a copy, at HEDC's request, of each first-tier subcontract promptly after its execution. Contractor agrees that HEDC has no obligation to review or approve the content of such contracts and that providing HEDC such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to HEDC.
- 338 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements, or alternative resolution processes with HEDC. Contractor shall not delay or postpone any Work because of pending unresolved disputes, disagreements or alternative resolution processes, except as HEDC and Contractor may agree in writing.
- 339 Cleaning. Contractor shall always keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Contractor shall ensure that the entire Project is thoroughly cleaned prior to requesting Substantial Completion inspection and, again, upon completion of the Project prior to the final inspection.
- 33.10 Acts and Omissions of Contractor, its Subcontractors and Employees. Contractor shall be responsible for acts and omissions of his employees and all

its Subcontractors, their agents and employees. HEDC may, in writing, require Contractor to remove from the Project any of Contractor's or its Subcontractor's employees whom CDR finds to be careless, incompetent, unsafe, uncooperative, disruptive, or otherwise objectionable.

33.11 INDEMNIFICATION. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, HEDC AND THE ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF HEDC, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH OR PROPERTY DAMAGE, MADE UPON HEDC DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR THE SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the HEDC, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. In the event contractor and HEDC is found jointly liable by a court of competent jurisdiction, liability will be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any tort, contract, or other governmental immunity and without waiving any defenses of the parties under Texas law.

3.3.11.1 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3.3.11.2 Contractor shall promptly advise HEDC in writing of any claim or demand against HEDC or against Contractor which involves HEDC and known to Contractor and related to or arising out of Contractor's activities under this Agreement.

3.3.11.3 The indemnities contained herein shall survive Final Completion and/or termination of this Agreement.

33.12 Ancillary Areas. Operate and maintain operations and associated storage areas at the site of the Work in accordance with the following:

3.3.12.1 Confine all Contractor operations, including storage of materials and

employee parking upon the Site of Work, to areas designated by HEDC.

3.3.12.2 Contractor may erect, at its own expense, temporary buildings that will remain its property. Remove such buildings and associated utility service lines upon completion of the Work, unless Contractor requests and HEDC provides written consent that it may abandon such buildings and utilities in place.

3.3.12.3 Use only established roadways or construct and use such temporary roadways as may be authorized by HEDC. Do not allow load limits of vehicles to exceed the limits prescribed by appropriate regulations or law. Provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other similar improvements to prevent damage and repair any damage thereto at the expense of Contractor.

3.3.12.4 HEDC may restrict Contractor's entry to the Site to specifically assigned entrances and routes.

33.13 Records and Tracking. Contractor shall establish and maintain a numbering and tracking system for all Project records, including modifications thereto, requests for information, submittals and supplementary instructions and provide updated records at each HEDC's meeting and when requested. During the Construction Phase, Contractor shall submit to HEDC detailed monthly progress reports that include a description of the Project status, a summary update of the Work by Construction Specifications Institute ("CSI") division, photographs, updated and current schedules and logs, and any other information necessary to convey the progress of the Work. Contractor, upon request from HEDC, shall have sufficient records to identify what work was performed on a specific day and where and changes made by Contractor to avoid preventable delay considering unexpected circumstances. Failure to maintain or produce such records shall result in a denial of any related claim for additional compensation or time.

33.14 Contractor's Designated Representative. Contractor shall designate Contractor's Designated Representative to act on Contractor's behalf with respect to the Project for all purposes, including (by way of example and not of limitation) execution of Change Orders and Applications for Payment and other actions that bind the Contractor. Contractor's Designated Representative shall be responsible for the day-to-day management of the Work through Final Completion. Contractor's Designated Representative will be HEDC's primary contact and must be available as required for the benefit of the Project and HEDC. Contractor shall not replace the Contractor's Designated Representative without HEDC's prior written approval, such approval is not to be unreasonably withheld. HEDC may require replacement of the Contractor's representative for cause if the Designated Representative is not reasonably responsive to communications from HEDC or has demonstrably failed to supervise the Work.

- 33.15 Separate Contracts. HEDC reserves the right to award other contracts in connection with other portions of the Project under these same or substantially similar contract conditions, including those portions related to insurance and waiver of subrogation. HEDC reserves the right to perform operations related to the Project with HEDC's own forces.
- 33.16 Under a system of separate contracts, the conditions described herein continue to apply except as may be amended by change order.
- 33.17 Contractor shall cooperate with other contractors or forces employed on the Project by HEDC, including providing access to Site and Project information as requested.
- 33.18 HEDC shall be reimbursed by Contractor for costs incurred by HEDC which are payable to a separate contractor because of delays, improperly timed activities, or defective construction by Contractor. HEDC will equitably adjust the Contract by Change Order for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective construction by a separate contractor.

Article 4. *Intentionally Omitted.*

Article 5. Bonds and Insurance

- 5.1 Construction Bonds. Contractor is required to tender to HEDC, prior to commencing the Work, performance and payment bonds, as required by Tex. Gov't Code, Chapter 2253. On Construction Manager-at-Risk and Design-Build Projects the HEDC shall require a security bond, as described in Subsection 5.1.2 below.
- 5.1.1 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to HEDC, on HEDC's form, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, HEDC may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to HEDC.
 - 5.1.1.1 A Performance bond is required if the Contract Sum is more than \$100,000. The performance bond is solely for the protection of HEDC, the City of Hutto, and the residents and businesses of the City who will rely on the infrastructure and be inconvenienced by its construction. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the

Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

5.1.1.2 A Payment bond is required if the Contract price is in excess of \$25,000. The payment bond is to be for the Contract Sum and is payable to HEDC and the Funding Entity solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.

5.12 Security Bond. The security bond provides protection to HEDC if Contractor presents an acceptable guaranteed maximum price ("GMP") to HEDC and 1) fails to execute the GMP; or 2) fails to deliver the required payment and performance bonds within the time period stated below.

5.13 When Bonds Are Due

5.1.3.1 Security bonds are due within ten (10) days of signing a Construction Manager-at-Risk or Design-Build Contract.

5.1.3.2 Payment and performance bonds are due within ten (10) days of Contractor's receipt of a fully executed GMP on a Construction Manager-at-Risk project or the Contract Sum for a Design-Build project, or within ten (10) days of Contractor's receipt of a fully executed Contract on competitively bid or competitive sealed proposal projects.

5.14 Power of Attorney. Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

5.15 Bond Indemnification. The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Tex. Gov't Code, Chapter 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD HEDC HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

5.16 Furnishing Bond Information. HEDC shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.

5.17 Claims on Payment Bonds. Claims on payment bonds must be sent directly to Contractor and his surety in accordance with Tex. Gov't Code § 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to HEDC may result in loss of their rights against Contractor and/or his surety. HEDC is not

responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

- 518 Payment Claims when Payment Bond not Required. The rights of Subcontractors regarding payment are governed by Tex. Prop. Code §§ 53.231 – 53.239 when the value of the Contract between HEDC and Contractor is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.
- 519 Sureties. A surety shall be listed on the US Department of the Treasury’s Listing of Approved Sureties maintained by the Bureau of Financial Management Service (FMS), www.fms.treas.gov/c570, stating companies holding Certificates of Authority as acceptable sureties on Federal bonds and acceptable reinsuring companies (FMS Circular 570).
- 52 Maintenance Bonds. Upon dedication of the infrastructure to the City, contractor shall furnish a maintenance bond in favor of the City in an amount equal to twenty percent (20%) of the final cost of construction, guaranteeing the repair and correction of any defects in materials or workmanship for the two (2) year warranty period required herein. Notwithstanding the foregoing, in the City, as a condition of dedication, requires a maintenance bond, then any such bond provided in compliance with City requirements as to amount, form, and duration, shall be deemed to satisfy the requirements of this section.
- 53 Insurance Requirements. Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The insurance shall be evidenced by delivery to HEDC of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, HEDC, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to HEDC.
- 531 Contractor shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in Project Specific Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause pursuant to Article 14.
- 532 Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or similar rating company or otherwise acceptable to HEDC.

5.3.2.1 Insurance Coverage Required.

- 5.3.2.1.1 Workers' Compensation. Insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation as to HEDC, employer's liability insurance of not less than:

\$100,000 each accident;

\$100,000 disease each employee; and

\$500,000 disease policy limit.

- 5.3.2.1.2 Commercial General Liability Insurance. Including premises, operations, independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:

\$1,000,000 per occurrence;

\$2,000,000 general aggregate;

\$2,000,000 products and completed operations aggregate;
and

Coverage shall be on an "occurrence" basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards. The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

- 5.3.2.1.3 Asbestos Abatement Liability Insurance. including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.

The combined single limit for bodily injury and property damage will be a minimum of \$1,000,000 per occurrence.

*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer's liability limits for asbestos abatement will be:

\$500,000 each accident;

\$500,000 disease each employee; and

\$500,000 disease policy limit.

If this Agreement is for asbestos abatement only, the all-risk builder's risk or all-risk installation floater (e) is not required.

5.3.2.1.4 Comprehensive Automobile Liability Insurance, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

5.3.2.1.5 All-Risk Builder's Risk Insurance, if applicable (or all-risk installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage shall be all-risk, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder's risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, if any, existing property and HEDC-furnished equipment specified by HEDC. The policy shall be written jointly in the names of HEDC and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:

5.3.2.1.5.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

- 5.3.2.1.5.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should HEDC partially occupy the Site and before the parties have determined Substantial Completion.
- 5.3.2.1.5.3 Loss, if any, shall be adjusted with and made payable to HEDC as trustee for the insureds as their interests may appear. HEDC shall be named as loss payee.
- 5.3.2.1.5.4 For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Supplementary General and Special Conditions for possible additional builder's risk insurance requirements.
- 5.3.2.1.5.5 For HEDC furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.
- 5.3.2.1.5.6 For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by HEDC.
- 5.3.2.1.5.7 For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by HEDC.
- 5.3.2.1.5.8 Builder's risk insurance policy shall remain in effect until Substantial Completion.
- 5.3.2.1.6 "Umbrella" Liability Insurance. Contractor shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Contractor for an amount of not less than amount specified in the Project Specific Conditions that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.
- 5.3.2.2 All insurance coverage shall be written by companies authorized and admitted to do business in the State of Texas and rated A-,VII or better by A.M. Best Company. Contractor shall provide Owner with legally

sufficient evidence of all coverage required under this Agreement. Under no circumstances shall Contractor self-insure any portion of the Project; Contractor's violation of any portion of this Article, including the prohibition of self-insurance, shall constitute a default by Contractor of its obligations under this Agreement and shall empower Owner to terminate this Agreement for cause immediately and/or pursue any other remedy available to Owner.

5.3.2.3 No policy may have a deductible (or retention) of more than \$100,000. These representations shall be documented in the Certificates of Insurance provided to Owner. When a retention or deductible exceeds \$25,000, Owner shall have the right, but not the obligation, to request from Contractor and to review Contractor's most recent annual report or audited financial statement. In any such event, Contractor shall promptly deliver any such documentation to Owner upon request.

5.3.2.4 Owner reserves the right to review the insurance requirements set forth in this ARTICLE during the effective period of the Agreement and to make reasonable adjustments to the insurance coverages and limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry and/or Contractor.

5.3.2.5 At any time, Owner shall be entitled upon request, and without expense, to receive copies of all policies and all endorsements to such policies. Owner may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the Parties or the underwriter of any of such policies.

5.3.2.6 Contractor shall bear cost for all deductibles and actual losses not covered by insurance required under this Agreement.

533 Policies must include the following clauses, as applicable:

5.3.3.1 This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to HEDC.

5.3.3.2 It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by HEDC for liability arising out of operations under the Contract with HEDC.

5.3.3.3 HEDC, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with HEDC. The additional insured status must cover

completed operations as well. This is not applicable to workers' compensation policies.

5.3.3.4 A waiver of subrogation in favor of HEDC shall be provided in all policies.

534 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. HEDC shall be entitled, upon request and without expense, to receive copies of these certificates.

535 Workers' compensation insurance coverage must meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

Article 6. Construction Documents, Coordination Documents, and Record Documents

6.1 Drawings and Specifications.

6.1.1 Copies Furnished. Contractor will be furnished, free of charge, the number of complete sets of the Drawings, Specifications, and Addenda as provided in the Project Specific Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets. Electronic copies of such documents will be provided to Contractor without charge.

6.1.2 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by A/E are to remain A/E's property. These documents are not to be used on any other project, and with the exception of the Contract record set and electronic versions needed for warranty operations, are to be returned to the A/E, upon request, following completion of the Work.

6.1.3 Interrelation of Documents. The Contract Documents as referenced in the Contract between HEDC and Contractor are complimentary, and what is required by one shall be as binding as if required by all.

- 6.1.4 Resolution of Conflicts in Documents. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order: (a) Change Orders, addenda, and written amendments to the Contract; (b) the Contract; (c) Drawings; (d) Specifications (but Specifications shall control over Drawings as to quality of materials); and (e) other Contract Documents. Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Contractor shall notify A/E and CDR for resolution of the issue prior to executing the Work in question.
- 6.1.5 Contractor's Duty to Review Contract Documents. To facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the Contract Documents, information furnished by HEDC, relevant field measurements made by Contractor and any visible or reasonably anticipated conditions at the Site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular work activity and/or system installation.
- 6.1.6 Discrepancies and Omissions in Drawings and Specifications.
- 6.1.6.1 Promptly report to CDR and to A/E the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work.
- 6.1.6.2 It is recognized that Contractor is not acting in the capacity of a licensed design professional, unless it is performing as a Design-Build firm.
- 6.1.6.3 It is further recognized that Contractor's examination of Contract Documents is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations, unless it is performing as a Design-Build firm or a Construction Manager-at-Risk.
- 6.1.6.4 When performing as a Design-Build firm, Contractor has sole responsibility for discrepancies, errors, and omissions in the Drawings and Specifications.
- 6.1.6.5 When performing as a Construction Manager-at-Risk, Contractor has a shared responsibility with A/E for discovery and resolution of discrepancies, errors, and omissions in the Contract Documents. In such case, Contractor's responsibility pertains to review, coordination, and recommendation of resolution strategies within budget constraints.
- 6.1.6.6 Contractor has no liability for errors, omissions, or inconsistencies unless Contractor knowingly failed to report a recognized problem to HEDC or the Work is executed under a Design-Build or Construction Manager-at-Risk Contract as outlined above. Should Contractor fail

to perform the examination and reporting obligations of these provisions, Contractor is responsible for avoidable costs and direct and/or consequential damages.

6.2 Requirements for Record Documents. Contractor shall:

- 6.2.1 Maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, and all Project correspondence. Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction. Provide HEDC and A/E access to these documents.
- 6.2.2 Maintain this record set of Drawings and Specifications which reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise. Make available all records prescribed herein for reference and examination by HEDC and its representatives and agents.
- 6.2.3 Update the Record Documents at least monthly prior to submission of periodic partial pay estimates. Failure to maintain current Record Documents constitutes cause for denial of a progress payment otherwise due.
- 6.2.4 Prior to requesting Substantial Completion inspection Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents.
- 6.2.5 Once determined acceptable by CDR with input from A/E, provide one (1) reproducible copy and one (1) electronic media copy of all Record Documents, unless otherwise required by the Project Specific Conditions.
- 6.2.6 Contractor shall be responsible for updating the Record Documents for all Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs.
- 6.2.7 A/E shall be responsible for updating the Record Documents for any addenda, Change Orders, A/E supplemental instructions and any other alterations to the Contract Documents generated by A/E or HEDC.

Article 7. Construction Safety

- 7.1 General. It is the duty and responsibility of Contractor and all of its Subcontractors to be familiar with, enforce and comply with all requirements of Public Law No. 91- 596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto. Contractor shall prepare a safety plan specific to the Project and submit it to CDR and A/E prior to commencing Work. In addition, Contractor and all of its Subcontractors shall comply with all applicable laws and regulations of any

- public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and erect and maintain all necessary safeguards for such safety and protection.
- 72 Content. Contractor's Safety Plan shall include recommendations and information to HEDC and Project Architect/Engineer regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials and services for common use of the Subcontractors. HEDC may require immediate correction of unsafe conditions and may suspend work in whole or in part for safety violations. Repeated or significant safety violations may constitute a material breach of this Agreement.
- 73 Notices. Contractor shall provide notices as follows:
- 7.3.1 Notify HEDCs of adjacent property including those that own or operate utility services and/or underground facilities, and utility HEDCs, when prosecution of the Work may affect them or their facilities, and cooperate with them in the protection, removal, relocation and replacement, and access to their facilities and/or utilities.
- 7.3.2 Coordinate the exchange of material safety data sheets (MSDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations. Maintain a complete file of MSDSs for all materials in use on site throughout the construction phase and make such file available to HEDC and its agents as requested.
- 74 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act to minimize, mitigate, and prevent threatened damage, injury or loss.
- 7.4.1 Have authorized agents of Contractor respond immediately upon call at any time of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage or to take such action pertaining to the Work as may be necessary to provide for the safety of the public.
- 7.4.2 Give CDR and A/E prompt notice of all such events.
- 7.4.3 If Contractor believes that any changes in the Work or variations from Contract Documents have been caused by its emergency response, promptly notify HEDC within seventy-two (72) hours of the emergency response event.
- 7.4.4 Should Contractor fail to respond, HEDC is authorized to direct other forces to take action as necessary and HEDC may deduct any cost of remedial action from funds otherwise due Contractor.
- 75 Injuries. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Contractor shall notify CDR and other parties as may be directed promptly, but no later than twenty-four (24) hours after Contractor learns

that an event required medical care.

- 7.5.1 Record the location of the event and the circumstances surrounding it, by using photography or other means, and gather witness statements and other documentation which describes the event.
 - 7.5.2 Supply CDR and A/E with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, finding of cause, and remedial plans shall be provided within one (1) week after occurrence, unless otherwise directed by legal counsel. Contractor shall provide CDR with written notification within one week of such catastrophic event if legal counsel delays submission of full report.
- 7.6 Environmental Safety. Upon encountering any previously unknown potentially hazardous material, or other materials potentially contaminated by hazardous material, Contractor shall immediately stop work activities impacted by the discovery, secure the affected area, and notify CDR immediately.
- 7.6.1 Bind all Subcontractors to the same duty.
 - 7.6.2 Upon receiving such notice, CDR will promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. Upon completion of this investigation, CDR will issue a written report to Contractor identifying the material(s) found and indicate any necessary steps to be taken to treat, handle, transport or dispose of the material.
 - 7.6.3 HEDC may hire third-party Contractors to perform any or all such steps.
 - 7.6.4 Should compliance with CDR's instructions result in an increase in Contractor's cost of performance, or delay the Work, HEDC will make an equitable adjustment to the Contract Sum and/or the time of completion, and modify the Contract in writing accordingly.
- 7.7 Trenching Plan. When the project requires excavation which either exceeds a depth of four (4) feet, or results in any worker's upper body being positioned below grade level, Contractor is required to submit a trenching plan to CDR prior to commencing trenching operations unless an engineered plan is part of the Contract Documents. The plan is required to be prepared and sealed by a professional engineer registered in the State of Texas, and hired or employed by Contractor or Subcontractor to perform the work. Said engineer cannot be anyone who is otherwise either directly or indirectly engaged on this project.

Article 8. Quality Control

- 8.1 Materials & Workmanship. Contractor shall execute Work in a good and workmanlike

- matter in accordance with the Contract Documents. Contractor shall develop and provide a quality control plan specific to this Project and acceptable to HEDC. Where Contract Documents do not specify quality standards, complete and construct all Work in compliance with generally accepted construction industry standards. Unless otherwise specified, incorporate all new materials and equipment into the Work under the Contract.
- 82 Non-Conforming Work. HEDC may reject any defective or non-conforming Work on the Project of which HEDC becomes aware and Contractor shall promptly correct any such defect at Contractor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with the Contract Documents, Contractor shall promptly correct such condition at no additional cost to HEDC. If Contractor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, HEDC may cause the condition to be corrected and offset the cost of such correction against any monies owed to Contractor; provided, however, if no monies are owed Contractor at the time the condition is discovered or at the time the condition is corrected by HEDC, Contractor shall promptly reimburse HEDC for all expenses incurred to correct the condition.
- 83 Work Continuation. In the event of a dispute, claim, or disagreement regarding portions of the Work performed. The Contractor shall continue performance of the Work not in dispute unless the HEDC has ordered the Contractor to cease work or agreed to a cessation. If the Contractor contends that continuation or any part of the work is impossible or not advisable considering the claim or dispute, the Contractor must raise that issue with the HEDC for agreement.
- 84 Testing.
- 84.1 HEDC is responsible for coordinating and paying for routine and special tests required to confirm compliance with quality and performance requirements, except as stated below or otherwise required by the Contract Documents. Contractor shall provide the following testing:
- 8.4.1.1 Any test of basic material or fabricated equipment included as part of a submittal for a required item to establish compliance with the Contract Documents.
- 8.4.1.2 Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required to establish compliance with the Contract Documents.
- 8.4.1.3 Preliminary, start-up, pre-functional and operational testing of building equipment and systems as necessary to confirm operational compliance with requirements of the Contract Documents.
- 8.4.1.4 All subsequent tests on original or replaced materials were conducted because of prior testing failure.
- 842 All testing shall be performed in accordance with standard test procedures by

an accredited laboratory, or special consultant as appropriate, acceptable to HEDC. Results of all tests shall be provided promptly to CDR, A/E, and Contractor.

- 843 Non-Compliance (Test Results). Should any of the tests indicate that a material and/or system does not comply with the Contract requirements, the burden of proof remains with Contractor, subject to:

8.4.3.1 Contractor selection and submission of the laboratory for HEDC acceptance.

8.4.3.2 Acceptance by HEDC of the quality and nature of tests.

8.4.3.3 All tests taken in the presence of A/E and/or CDR, or their representatives.

8.4.3.4 If tests confirm that the material/systems comply with Contract Documents, HEDC will pay the cost of the test.

8.4.3.5 If tests reveal noncompliance, Contractor will pay those laboratory fees and costs of that particular test and all future tests, of that failing Work, necessary to eventually confirm compliance with Contract Documents.

8.4.3.6 Proof of noncompliance with the Contract Documents will make Contractor liable for any corrective action which CDR determines appropriate, including complete removal and replacement of non-compliant work or material.

- 844 Notice of Testing. Contractor shall give CDR and A/E timely notice of its readiness and the date arranged so CDR and A/E may observe such inspection, testing, or approval.

- 845 Test Samples. Contractor is responsible for providing Samples of sufficient size for test purposes and for coordinating such tests with their Work Progress Schedule to avoid delay.

- 846 Covering Up Work. If Contractor covers up any Work without providing HEDC an opportunity to inspect, Contractor shall, if requested by CDR, uncover and recover the work at Contractor's expense.

8.5 Submittals.

- 85.1 Contractor's Submittals. Contractor shall submit with reasonable promptness consistent with the Project schedule and in orderly sequence all Shop Drawings, Samples, or other information required by the Contract Documents, or subsequently required by Change Order. Prior to submitting, Contractor shall review each submittal for general compliance with Contract Documents and approve submittals for review by A/E and HEDC by an approval stamp affixed to each copy. Submittal data presented without Contractor's stamp will be

returned without review or comment, and any delay resulting from failure is Contractor's responsibility.

- 8.5.1.1 Contractor shall within twenty-one (21) days of the effective date of the Notice To Proceed with construction, submit to CDR and A/E, a submittal schedule/register, organized by specification section, listing all items to be furnished for review and approval by A/E and HEDC. The list shall include Shop Drawings, manufacturer's literature, certificates of compliance, materials Samples, materials colors, guarantees, and all other items identified throughout the Specifications.
- 8.5.1.2 Contractor shall indicate the type of item, Contract requirements reference, and Contractor's scheduled dates for submitting the item along with the requested dates for approval answers from A/E and HEDC. The submittal register shall indicate the projected dates for procurement of all included items and shall be updated at least monthly with actual approval and procurement dates. Contractor's Submittal Register must be reasonable in terms of the review time for complex submittals. Contractor's submittal schedule must be consistent with the Work Progress Schedule and identify critical submittals. Show and allow a minimum of fifteen (15) days duration after receipt by A/E and CDR for review and approval. If re- submittal required, allow a minimum of an additional fifteen (15) days for review. Submit the updated Submittal Register with each request for progress payment. HEDC may establish routine review procedures and schedules for submittals at the preconstruction conference and/or elsewhere in the Contract Documents. If Contractor fails to update and provide the Submittal Register as required, HEDC may, after seven (7) days' notice to Contractor withhold a reasonable sum of money that would otherwise be due Contractor.
- 8.5.1.3 Contractor shall coordinate the Submittal Register with the Work Progress Schedule. Do not schedule Work requiring a submittal to begin prior to scheduling review and approval of the related submittal. Revise and/or update both schedules monthly to ensure consistency and current project data. Provide to CDR the updated Submittal Register and schedule with each application for progress payment. Refer to requirements for the Work Progress Schedule for inclusion of procurement activities therein. Regardless, the Submittal Register shall identify dates submitted and returned and shall be used to confirm status and disposition of particular items submitted, including approval or other action taken and other information not conveniently tracked through the Work Progress Schedule.
- 8.5.1.4 By submitting Shop Drawings, Samples or other required information, Contractor represents that it has determined and verified all applicable field measurements, field construction criteria, materials, catalog numbers and similar data; and has checked and coordinated each Shop

Drawing and Sample with the requirements of the Work and the Contract Documents.

- 852 Review of Submittals. A/E and CDR review is only for conformance with the design concept and the information provided in the Contract Documents. Responses to submittals will be in writing. The approval of a separate item does not indicate approval of an assembly in which the item functions. The approval of a submittal does not relieve Contractor of responsibility for any deviation from the requirements of the Contract unless Contractor informs A/E and CDR of such deviation in a clear, conspicuous, and written manner on the submittal transmittal and at the time of submission and obtains HEDC's written specific approval of the particular deviation.
- 853 Correction and Resubmission. Contractor shall make any corrections required to a submittal and resubmit the required number of corrected copies promptly to avoid delay, until submittal approval. Direct attention in writing to A/E and CDR, when applicable, to any new revisions other than the corrections requested on previous submissions.
- 854 Limits on Shop Drawing Review. Contractor shall not commence any Work requiring a submittal until review of the submittal under Subsection 8.3.2. Construct all such work in accordance with reviewed submittals. Comments incorporated as part of the review in Subsection 8.3.2 of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless authorized through a Change Order. A/E's and CDR's review, if any, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the submittal, regardless of any approval action.
- 855 No Substitutions Without Approval. CDR and A/E may receive and consider Contractor's request for substitution when Contractor agrees to reimburse HEDC for reviewing costs and satisfies the requirements of this section. If Contractor does not satisfy these conditions, CDR and A/E will return the request without action except to record noncompliance with these requirements. HEDC will not consider the request if Contractor cannot provide the product or method because of failure to pursue the Work promptly or coordinate activities properly. Contractor's request for a substitution may be considered by CDR and A/E when:
- 8.5.5.1 The Contract Documents do not require extensive revisions; and
 - 8.5.5.2 Proposed changes are in keeping with the general intent of the Contract Documents and the design intent of A/E and do not result in an increase in cost to HEDC; and
 - 8.5.5.3 The request is timely, fully documented, properly submitted and one or more of the following apply:
 - 8553.1 Contractor cannot provide the specified product, assembly

or method of construction within the Contract Time;

- 85532 The request directly relates to an “or-equal” clause or similar language in the Contract Documents;
- 85533 The request directly relates to a “product design standard” or “performance standard” clause in the Contract Documents;
- 85534 The requested substitution offers HEDC a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities HEDC must assume;
- 85535 The specified product or method of construction cannot receive necessary approval by an authority having jurisdiction, and CDR can approve the requested substitution;
- 85536 Contractor cannot provide the specified product, assembly or method of construction in a manner that is compatible with other materials and where Contractor certifies that the substitution will overcome the incompatibility;
- 85537 Contractor cannot coordinate the specified product, assembly or method of construction with other materials and where Contractor certifies they can coordinate the proposed substitution; or
- 85538 The specified product, assembly or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.

856 Unauthorized Substitutions at Contractor’s Risk. Contractor is financially responsible for any additional costs or delays resulting from unauthorized substitution of materials, equipment or fixtures other than those specified. Contractor shall reimburse HEDC for any increased design or contract administration costs resulting from such unauthorized substitutions.

8.6 Field Mock-up.

861 Mock-ups shall be constructed prior to commencement of a specified scope of work to confirm acceptable workmanship.

8.6.1.1 As a minimum, field mock-ups shall be constructed for roofing systems, exterior veneer / finish systems, glazing systems, and any other Work requiring a mock-up as identified throughout the Contract Documents. Mock-ups for systems not part of the Project scope shall

not be required.

8.6.1.2 Mock-ups may be incorporated into the Work if allowed by the Contract Documents and if acceptable to CDR. If mock-ups are freestanding, they shall remain in place until otherwise directed by HEDC.

8.6.1.3 Contractor shall include field mock-ups in their Work Progress Schedule and shall notify CDR and A/E of readiness for review sufficiently in advance to coordinate review without delay.

8.7 Inspection During Construction.

8.7.1 Contractor shall provide sufficient, safe, and proper facilities, including equipment, as necessary for safe access, at all reasonable times for observation and/or inspection of the Work by HEDC and its agents.

8.7.2 Contractor shall not cover up any Work with finishing materials or other building components prior to providing HEDC and its agents an opportunity to perform an inspection of the Work.

8.7.2.1 Should corrections of the Work be required for approval, Contractor shall not cover up corrected Work until HEDC indicates approval.

8.7.2.2 Contractor shall provide notification of at least five (5) working days or otherwise as mutually agreed to by CDR of the anticipated need for a cover-up inspection. Should CDR fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

Article 9. Construction Schedules

9.1 Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving both Substantial and Final Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion or Final Completion within the Contract Time as otherwise agreed to in writing will cause damage to HEDC and may subject Contractor to liquidated damages as provided in the Contract Documents.

9.2 Notice to Proceed. HEDC will issue a Notice to Proceed which shall state the dates for beginning Work and for Substantial Completion.

9.3 Final Completion. Final Completion must be achieved within thirty (30) days of substantial completion unless otherwise approved by the Board in writing.

9.4 Work Progress Schedule. Refer to Project Specific Conditions, Project Milestones, and additional schedule requirements. Unless indicated otherwise in those documents,

Contractor shall submit their initial Work Progress Schedule for the Work in relation to the entire Project not later than twenty-one (21) days after the effective date of the Notice to Proceed to CDR and A/E. Unless otherwise indicated in the Contract Documents, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to HEDC, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

9.4.1 Schedule Requirements. Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail so the schedule can measure and forecast the effect of delaying events on completed and uncompleted activities.

9.4.1.1 Contractor shall re-submit initial schedule as required to address review comments from A/E and CDR until such schedule is accepted as the Baseline Schedule.

9.4.1.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to HEDC of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

9.4.2 Schedule Updates. Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit paper and electronic copies of the update to A/E and CDR as directed, but as a minimum with each request for payment. HEDC has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to HEDC and to A/E via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact HEDC's operations or which alter the substantial completion date shall be communicated promptly to CDR and shall not be incorporated into the revised Baseline Schedule without CDR's consent.

9.4.3 The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of HEDC and to demonstrate that Contractor has complied with requirements for planning the Work. HEDC's acceptance of a schedule, schedule update or revision constitutes HEDC's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

- 943.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
 - 943.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute HEDC's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or HEDC's right to damages for Contractor's failure to do so.
 - 943.3 Contractor's scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.
- 95 Ownership of Float. Unless indicated otherwise in the Contract Documents, Contractor shall develop its schedule, pricing, and execution plan to provide a minimum of ten (10) percent total float at acceptance of the Baseline Schedule. Float time contained in the Work Progress Schedule is not for the exclusive benefit of Contractor or HEDC but belongs to the Project and may be consumed by either party as needed on a first-used basis with a guaranteed reservation of five percent (5%) of float reserved for the HEDC.
- 96 Completion of Work. Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.
- 9.6.1 If, in the judgment of HEDC, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire work or a separable portion thereof, Contractor, when so informed by HEDC, shall immediately take action to increase the rate of work placement by:
 - 9.6.1.1 An increase in working forces.
 - 9.6.1.2 An increase in equipment or tools.
 - 9.6.1.3 An increase in hours of work or number of shifts.
 - 9.6.1.4 Expedite delivery of materials.
 - 9.6.1.5 Other action proposed if acceptable to HEDC.
 - 9.6.2 Within ten (10) days after such notice from CDR, Contractor shall notify CDR in writing of the specific measures taken and/or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should CDR deem the plan of action inadequate, Contractor shall take additional steps or adjust as necessary to its plan of action until it meets with CDR's approval. Failure to provide an acceptable recovery plan shall constitute a material breach

of this Agreement. Upon acceptance of the recovery plan the Contractor shall implement the plan at its own cost.

9.7 Modification of the Contract Time.

9.7.1 Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in Article 11.

9.7.2 Contractor acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its bid to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

9.7.3 When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. HEDC will make an equitable adjustment and extend the number of days lost because of excusable delays, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which only consume float without delaying the project Substantial Completion date(s).

9.7.3.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather and related site conditions prevent Contractor from performing seven (7) continuous hours of Work between the hours of 7:00 a.m. and 6:00 p.m.

9.7.3.2 Weather Days do not automatically constitute Excusable Delay allowing for extension of the project schedule. Reasonably foreseeable adverse weather conditions will not constitute Excusable Delay. Reasonably foreseeable adverse weather conditions mean weather conditions consistent with the historical averages published in the 1991-2020 U.S. Climate Normals dataset maintained by the National Oceanic and Atmospheric Administration (NOAA) for the weather station nearest the Project site.

9.7.3.3 Contractor shall incorporate into its schedule the number of anticipated weather days for each month based on the NOAA historical averages. Normal rainfall, temperature ranges, or other weather conditions within those historical averages shall not constitute excusable delay. Only weather conditions that exceed the historical averages for the applicable month and that demonstrably impact on the critical path of the Project and milestone schedules may be considered for a time extension.

9.7.3.4 If Contractor seeks to modify the Project Schedule in response to

Weather Days, Contractor must submit to CDR and A/E a list of the Weather Days along with information regarding the historical averages to show that the Weather Days constitute Excusable Delay.

9.7.3.5 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via change order, for delays caused by the following:

9.7.3.5.1 errors, omissions and imperfections in design, which A/E corrects by means of changes in the Drawings and Specifications;

9.7.3.5.2 unanticipated physical conditions at the Site, which A/E corrects by means of changes to the Drawings and Specifications or for which CDR directs changes in the Work identified in the Contract Documents;

9.7.3.5.3 changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by CDR or recommended by A/E and ordered by CDR;

9.7.3.5.4 suspension of Work for unexpected natural events (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor;

9.7.3.5.5 suspension of Work for convenience of CDR, which prevents Contractor from completing the Work within the Contract Time; and

9.7.3.5.6 Weather Days, subject to the limitations identified above.

9.7.4 Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. If Contractor incurs additional direct costs because of the excusable delays other than described in Subparagraph 9.6.2.2.4 and within the reasonable control of HEDC, the Contract price and Contract Time are to be equitably adjusted by HEDC pursuant to the provisions of Article 11.

9.8 No Damages for Delay. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including without limitation any act or omission of HEDC.

9.9 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

9.10 Other Time Extension Requests. Time extensions requested in association with changes to the Work directed or requested by HEDC shall be included in the Contractor's

proposed costs for such change. Time extensions requested for inclement weather are covered by Paragraph 9.6.2.1 above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give CDR written notice, stating the nature of the delay and the activities potentially affected, within five (5) days after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

9.10.1 Within ten (10) days after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made because of such claims is by Change Order, as set forth in Article 11.

9.10.2 No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

9.10.3 Contents of Time Extension Requests. Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

9.10.3.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

9.10.3.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

9.10.3.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

9.10.4 HEDC's Response. HEDC will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

9.10.4.1 HEDC will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

9.10.4.2 HEDC will respond to each properly submitted Time Extension Request within fifteen (15) days following receipt. If HEDC cannot reasonably determine Contractor's entitlement to a time extension within that time, HEDC will notify Contractor in writing. Unless otherwise agreed by Contractor, HEDC may not extend the deadline

more than another fifteen (15) days without good cause.

- 9.11 Failure to Complete Work Within the Contract Time. **TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to HEDC. These damages shall be liquidated by agreement of Contractor and HEDC, in the amount per day as set forth in the Contract Documents.
- 9.12 Liquidated Damages. HEDC may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Project Specific Conditions. Liquidated Damages per diem amounts shall be escalating by the number of Late Completion Days, as defined below, to address, and as reasonably related to, the escalating costs incurred by HEDC and the Funding Entity as a result of the ongoing delay.
- 9.12.1 Substantial Completion. For each consecutive calendar day after the expiration of the substantial completion deadline (each a "Late Completion Day") HEDC will be deduct from money due or that becomes due to the Contractor a per diem dollar amount as identified in the Project Specific Conditions, not as a penalty but as liquidated damages representing the parties' estimate at the time of executing this Agreement of the damages that the HEDC will sustain for late completion.
- 9.12.2 Final Completion. For each Late Completion Day after the expiration of the final completion deadline the HEDC will be deduct from money due or that becomes due to the Contractor a per diem dollar amount as identified in the Project Specific Conditions, not as a penalty but as liquidated damages representing the parties' estimate at the time of executing this Agreement of the damages that the HEDC will sustain for late completion.
- 9.13 Early Completion Incentives. HEDC may, as an incentive for the timely completion of quality work offer Early Completion Incentives by increasing the Contract Sum in the amount of Early Completion Incentives stated in the Project Specific Conditions. If such incentives are included in the Project Specific Conditions, the following terms apply:
- 9.13.1 Substantial Completion. For each consecutive calendar day before the expiration of the substantial completion deadline (each a "Early Completion Day") HEDC will add to the money due or that becomes due to the Contractor as an incentive for timely completion and to reflect savings incurred by the HEDC the per diem dollar amount identified in the Project Specific Conditions. Early Completion Incentive payments for substantial completion shall be provisional and shall not be finally earned unless the Contractor achieves Final Completion within 30 days of Substantial Completion.
- 9.13.2 Final Completion. For each Early Completion Day before the

expiration of the final completion deadline, HEDC will add to the money due or that becomes due to the Contractor as an incentive for timely completion and to reflect savings incurred by the HEDC the per diem dollar amount identified in the Project Specific Conditions. No Early Completion Incentive payments shall be earned unless Final Completion, including all punch list items, closeout documentation, and contractual requirements are met prior to the Final Completion deadline.

Article 10. Payments

- 10.1 Contract Price. The Contract Price is identified in the Project Specific Conditions and may only be altered by Change Order.
- 10.2 Schedule of Values. Contractor shall submit to CDR and A/E for acceptance a Schedule of Values accurately itemizing material and labor for the various classifications of the Work based on the organization of the specification sections and of sufficient detail acceptable to CDR. The accepted Schedule of Values will be the basis for the progress payments under the Contract.
- 102.1 No progress payments will be made prior to receipt and acceptance of the Schedule of Values, provided in such detail as required by CDR, and submitted not less than twenty-one (21) days prior to the first request for payment. The Schedule of Values shall follow the order of trade divisions of the Specifications and include itemized costs for general conditions, costs for preparing close out documents, fees, contingencies, and HEDC cash allowances, if applicable, so that the sum of the items will equal the Contract price. As appropriate, assign each item labor and/or material values, the subtotal thereof equaling the value of the work in place when complete.
- 10.1.1.1 HEDC requires that the Work items be inclusive of the cost of the Work items only. Any contract markups for overhead and profit, general conditions, etc., shall be contained within separate line items for those specific purposes which shall be divided into at least two (2) lines, one (1) for labor and one (1) for materials.
- 102.2 Contractor shall retain a copy of all worksheets used in preparation of its bid or proposal, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid or proposal. Make the worksheets available to CDR at the time of Contract execution. Thereafter Contractor shall grant HEDC during normal business hours access to said copy of worksheets at any time during the period commencing upon execution of the Contract and ending one year after final payment.
102. Progress Payments. Contractor will receive periodic progress payments for Work performed, materials in place, suitably stored on Site, or as otherwise agreed to by HEDC and Contractor. Payment is not due until receipt by CDR or his designee of a

- correct and complete Pay Application in electronic and/or hard copy format as set forth in Project Specific Conditions, Special Conditions, and certified by A/E. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Contract Documents. HEDC will not process progress payment applications for Change Order Work until all parties execute the Change Order.
- 102.1 Preliminary Pay Worksheet. Once each month that a progress payment is to be requested, the Contractor shall submit to A/E and CDR a complete, clean copy of a preliminary pay worksheet or preliminary pay application, to include the following:
- 102.1.1 Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the established Schedule of Values;
- 102.1.2 An updated Work Progress Schedule including the executive summary and all required schedule reports;
- 102.1.3 Such additional documentation as HEDC may require as set forth in the Project Specific Conditions or elsewhere in the Contract Documents; and
- 102.1.4 Construction payment affidavit.
- 102.2 Contractor's Application for Payment. As soon as practicable, but in no event later than seven (7) days after receipt of the preliminary pay worksheet, A/E and CDR will meet with Contractor to review the preliminary pay worksheet and to observe the condition of the Work. Based on this review, CDR and A/E may require modifications to the preliminary pay worksheet prior to the submittal of an Application for Payment and will promptly notify Contractor of revisions necessary for approval. As soon as practicable, Contractor shall submit its Application for Payment on the appropriate and completed form, reflecting the required modifications to the Schedule of Values required by A/E and/or CDR. Attach all additional documentation required by CDR and/or A/E, as well as an affidavit affirming that all payrolls, bills for labor, materials, equipment, subcontracted work and other indebtedness connected with Contractor's Application for Payment are paid or will be paid within the time specified in Tex. Gov't Code, Chapter 2251. No Application for Payment is complete unless it fully reflects all required modifications and attaches all required documentation including Contractor's affidavit.
- 102.3 Certification by Architect/Engineer. Within five (5) days or earlier following A/E's receipt of Contractor's formal Application for Payment, A/E will review the Application for Payment for completeness and forward it to CDR. A/E will certify that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Application for Payment is incomplete, Contractor shall make the required corrections and resubmit the Application for Payment for processing.
- 103 HEDC's Duty to Pay. HEDC has no duty to pay the Contractor except on receipt by

CDR of: 1) a complete Application for Payment certified by A/E; 2) Contractor's updated Work Progress Schedule; and 3) confirmation that Contractor's record documentation at the Site is kept current.

10.3.1 Payment for stored materials and/or equipment confirmed by HEDC and A/E to be on-site or otherwise properly stored is limited to eighty-five (85) percent of the invoice price or eighty-five (85) percent of the scheduled value for the materials or equipment, whichever is less.

10.3.2 Retainage. HEDC will withhold from each progress payment, as retainage, ten (10) percent of the total earned amount, the amount authorized by law, or as otherwise set forth in the Project Specific Conditions. Retainage is managed consistent with the terms Tex. Gov't Code, Chapter 2252, Subchapter B, which the parties adopted herein regardless of statutory application to the entities involved.

10.3.2.1 Contractor shall provide written consent of its surety for any request for reduction or release of retainage.

10.3.2.2 At least sixty-five (65) percent of the Contract, or such other discrete Work phase as set forth in Subsection 12.1.6 or Work package delineated in the Contract Documents, must be completed before HEDC can consider a retainage reduction or release.

10.3.2.3 Contractor shall not withhold retainage from their Subcontractors and suppliers in amounts that are any percentage greater than that withheld in its Contract with HEDC under this subsection, unless otherwise acceptable to HEDC.

10.3.3 Price Reduction to Cover Loss. HEDC may reduce any Application for Payment, prior to payment to the extent necessary to protect HEDC from loss on account of actions of Contractor including, but not limited to, the following:

10.3.3.1 Defective or incomplete Work not remedied;

10.3.3.2 Damage to Work of a separate Contractor;

10.3.3.3 Failure to maintain scheduled progress or reasonable evidence that the Work will not be completed within the Contract Time;

10.3.3.4 Persistent failure to carry out the Work in accordance with the Contract Documents;

10.3.3.5 Reasonable evidence that the Work cannot be completed for the unpaid portion of the Contract Sum;

10.3.3.6 Assessment of fines for violations of prevailing wage rate law;

10.3.3.7 Failure to include the appropriate amount of retainage for that periodic

progress payment; and/or

10.3.3.8 Attorney's fees incurred as result of Contractor's breach of this agreement or delay.

10.3.4 Title to all material and Work covered by progress payments transfers to HEDC upon payment.

10.3.4.1 Transfer of title to HEDC does not relieve Contractor and its Subcontractors of the sole responsibility for the care and protection of materials and Work upon which payments have been made until final acceptance, or the restoration of any damaged Work, or waive the right of HEDC to require the fulfillment of all the terms of the Contract.

104 Progress Payments. Progress payments to Contractor do not release Contractor or its surety from any obligations under the Contract.

10.4.1 Upon HEDC's request, Contractor shall furnish manifest proof of the status of Subcontractor's accounts in a form acceptable to HEDC.

10.4.2 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by Contractor.

10.4.3 Provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials in requesting payment for materials.

10.4.4 For purposes of Tex. Gov't Code § 2251.021(a)(2), the date the performance of service is complete is the date when CDR approves the Application for Payment.

105 Off-Site Storage. With prior approval by HEDC and in the event, Contractor elects to store materials at an off-site location, abide by the following conditions, unless otherwise agreed to in writing by HEDC.

10.5.1 Store materials in a commercial warehouse meeting the criteria stated below.

10.5.2 Provide insurance coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the Project Site. Copies of duly authenticated certificates of insurance, made out to insure the State agency which is signatory to the Contract, must be filed with HEDC's representative.

10.5.3 Inspection by HEDC's representative is allowed at any time. HEDC's inspectors must be satisfied with the security, control, maintenance, and preservation measures.

10.5.4 Materials for this Project are physically separated and marked for the Project in a sectioned-off area. Only materials which have been approved through the submittal process are to be considered for payment.

- 10.5.5 HEDC reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Contract requirements regardless of any previous progress payment made.
- 10.5.6 With each monthly payment estimate, submit a report to CDR and A/E listing the quantities of materials already paid for and still stored in the off-site location.
- 10.5.7 Make warehouse records, receipts and invoices available to HEDC's representatives, upon request, to verify the quantities and their disposition.
- 10.5.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to HEDC or HEDC's agents at a location near the jobsite as directed by CDR. The full provisions of performance and payment bonds on this Project cover the materials off-site in every respect as though they were stored on the Project Site.

10.6 Time for Payment by Contractor

- 10.6.1 Contractor shall pay Subcontractor the appropriate share of the payment not later than the tenth (10th) day after the date the vendor receives the payment.
- 10.6.2 The appropriate share is overdue on the eleventh (11th) day after the date Contractor receives the payment.

Article 11. Changes

- 11.1 Change Orders. A Change Order issued after execution of the Contract is a written order to Contractor, signed by CDR, Contractor, and A/E, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time can only be changed by Change Order. A Change Order signed by Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. CDR may issue a written authorization for Contractor to proceed with Work of a Change Order in advance of final execution by all parties in accordance with Section 11.9.
 - 11.1.1 HEDC, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or ULCO, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment shall be made and confirmed in writing in a Change Order or a ULCO.

- 11.1.2 It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of HEDC and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Agreement, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same or to the Work ordered by HEDC and any resulting delays in the Work or increases in Contractor's costs and expenses arising out of such errors, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise; provided, however, that HEDC shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, consistent with the terms of Tex. Gov't Code, Chapter 2260 which the parties adopt for the purpose of this Section.
- 11.1.3 Procedures for administration of Change Orders shall be established by HEDC and stated in Project Specific Conditions or elsewhere in the Contract Documents.
- 11.1.4 No verbal order, verbal statement, or verbal direction of HEDC or his duly appointed representative shall be treated as a change under this article or entitle Contractor to an adjustment.
- 11.1.5 Contractor agrees that HEDC or any of its duly authorized representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of Contractor. Further, Contractor agrees to include in all its subcontracts a provision to the effect that Subcontractor agrees that HEDC or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor relating to any claim arising from the Contract, whether or not the Subcontractor is a party to the claim. The period of access and examination described herein which relates to appeals under the Disputes article of the Contract, litigation, or the settlement of claims arising out of the performance of the Contract shall continue until final disposition of such claims, appeals or litigation.
- 11.2 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to HEDC or Contractor, the applicable unit prices shall be equitably adjusted as provided in the Project Specific Conditions or as agreed to by the parties and incorporated into a Change Order.
- 11.3 Claims for Additional Costs.
- 11.3.1 If Contractor wishes to make a claim for an increase in the Contract Sum not related to a requested change, they shall give HEDC and A/E written notice

thereof within twenty-one (21) days after the occurrence of the event giving rise to such claim, but in any case, before proceeding to execute the Work considered to be additional cost or time, except in an emergency endangering life or property in which case Contractor shall act in accordance with Subsection 7.2.1. No such claim shall be valid unless so made. If HEDC and Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined as set forth under Article 15. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order or a ULCO.

- 11.3.2 If Contractor claims that additional cost is involved because of, but not limited to, 1) any written interpretation of the Contract Documents, 2) any order by HEDC to stop the Work pursuant to Article 14 where Contractor was not at fault, or 3) any written order for a minor change in the Work issued pursuant to Section 11.4, Contractor shall make such claim as provided in Subsection 11.3.1.
- 11.3.3 Should Contractor or his Subcontractors fail to call attention of A/E to discrepancies or omissions in the Contract Documents, but claim additional costs for corrective Work after Contract award, HEDC may assume intent to circumvent competitive bidding for necessary corrective Work. In such case, HEDC may choose to let a separate Contract for the corrective Work or issue a ULCO to require performance by Contractor. Claims for time extensions or for extra cost resulting from delayed notice of patent Contract Document discrepancies or omissions will not be considered by HEDC.
- 11.4 Minor Changes. A/E, with concurrence of CDR, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order which Contractor shall carry out promptly and record on as-built record documents.
- 11.5 Concealed Site Conditions. Contractor is responsible for visiting the Site and being familiar with local conditions such as the location, accessibility, and general character of the Site and/or building. If, in the performance of the Contract, subsurface, latent, or concealed conditions at the Site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in Work of the character shown and specified, CDR and A/E shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon its own observation of such conditions, A/E, with the approval of CDR, will promptly make such changes in the Drawings and Specifications as they deem necessary to conform to the different conditions, and any increase or decrease in the cost of the Work, or in the time within which the Work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of CDR.
- 11.6 Extension of Time. All changes to the Contract Time shall be made because of requests as required under Section 9.6, and as documented by Change Order as provided under Section 11.1.
- 11.7 Administration of Change Order Requests. All changes in the Contract shall be administered in accordance with procedures approved by HEDC, and when required,

- make use of such electronic information management system(s) as HEDC may employ.
- 11.7.1 Routine changes in the construction Contract shall be formally initiated by A/E by means of a PCO form detailing requirements of the proposed change for pricing by Contractor. This action may be preceded by communications between Contractor, A/E and CDR concerning the need and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by Contractor. Except for emergency conditions described below, approval of Contractor's cost proposal by A/E and CDR will be required for authorization to proceed with the Work being changed. HEDC will not be responsible for the cost of Work changed without prior approval and Contractor may be required to remove Work so installed.
- 11.7.2 All proposed costs for change order Work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis by A/E and CDR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by CDR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.
- 11.7.3 Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication and authorization between Contractor and HEDC, with written confirmation following within twenty-four (24) hours. A limited scope not-to-exceed estimate of cost and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, CDR may authorize the use of detailed cost records of such work to establish and confirm the actual costs and time for documentation in a formal Change Order.
- 11.7.4 Emergency changes to save life or property may be initiated by Contractor alone (see Section 7.3) with the claimed cost and/or time of such work to be fully documented as to necessity and detail of the reported costs and/or time.
- 11.7.5 The method of incorporating approved Change Orders into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to CDR.
- 11.8 Pricing Change Order Work. The amounts that Contractor and/or its Subcontractor adds to a Change Order for profit and overhead will also be considered by HEDC before approval is given. The amounts established hereinafter are the maximums that are acceptable to HEDC.
- 11.8.1 For Work performed by its forces, Contractor will be allowed their actual costs for materials, the total amount of wages paid for labor, plus the total cost of State and Federal payroll taxes and of worker's compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor. To the total of the above costs, Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined.

Allowable percentages for overhead and profit on any specific change shall not exceed fifteen (15) percent for the first \$10,000 of value for self-performed work or portion thereof, ten (10) percent for the second \$10,000 of value for self-performed work or portion thereof and seven and a half (7.5) percent for any value of the self-performed work that exceeds \$20,000.

11.82 For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor's Work, all Subcontractor costs shall be combined, and to that total Subcontractor cost Contractor will be allowed to add a maximum mark-up of ten (10) percent for the first \$10,000 of subcontracted Work value or portion thereof, seven and half (7.5) percent for the second \$10,000 of subcontracted Work value or portion thereof, and five (5) percent for any value of the subcontracted Work exceeding \$20,000.

11.83 On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition. HEDC does not accept and will not pay for additional Contract cost identified as indirect or consequential damages.

11.84 For Contracts based on a Guaranteed Maximum Price (GMP), the Construction Manager-at-Risk or Design Builder shall NOT be entitled to a percentage mark-up on any Change Order Work unless the Change Order increases the Guaranteed Maximum Price.

11.9 Unilateral Change Order (ULCO). HEDC may issue a written ULCO directing a change in the Work prior to reaching agreement with Contractor on the adjustment, if any, in the Contract price and/or the Contract Time.

11.9.1 HEDC and Contractor shall negotiate for appropriate adjustments, as applicable, to the Contract Sum or the Contract Time arising out of a ULCO. As the changed Work is performed, Contractor shall submit its costs for such Work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the ULCO. The Parties reserve their rights as to the disputed amount, subject to Article 15.

11.10 Final Resolution of Changes. Upon execution of a Change Order and /or a ULCO by HEDC, Contractor and A/E, all costs and time issues regarding that change are final and not subject to adjustment.

Article 12. Project Completion and Acceptance

12.1 Closing Inspections.

12.1.1 Substantial Completion Inspection. When Contractor considers the entire Work or part thereof Substantially Complete, it shall notify CDR in writing that the Work will be ready for Substantial Completion inspection on a specific date. Contractor shall include with this notice Contractor's Punchlist to indicate that it has previously inspected all the Work associated with the request for

inspection, noting items it has corrected and including all remaining work items with date scheduled for completion or correction prior to final inspection. The failure to include any items on this list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If any of the items on this list prevents the Project from being used as intended, Contractor shall not request a Substantial Completion Inspection. HEDC and its representatives will review the list of items and schedule the requested inspection or inform Contractor in writing that such an inspection is premature because the Work is not sufficiently advanced or conditions are not as represented on Contractor's list.

12.1.1.1 Prior to the Substantial Completion inspection, Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties, and like publications or parts for all installed equipment, systems, and like items as described in the Contract Documents. Delivery of these items is a prerequisite for requesting the Substantial Completion inspection.

12.1.1.2 On the date requested by Contractor, or as mutually agreed upon pending the status of the Open Items List, A/E, CDR, Contractor, and other HEDC representatives as determined by HEDC will jointly attend the Substantial Completion inspection, which shall be conducted by CDR or their delegate. If CDR determines that the Work is Substantially Complete, CDR will issue a Certificate of Substantial Completion to be signed by A/E, HEDC, and Contractor establishing the date of Substantial Completion and identifying responsibilities for security and maintenance. A/E will provide with this certificate a list of Punchlist items (the pre-final Punchlist) for completion prior to final inspection. This list may include items in addition to those on Contractor's Punchlist, which the inspection team deems necessary to correct or complete prior to final inspection. If HEDC occupies the Project upon determination of Substantial Completion, Contractor shall complete all corrective Work at the convenience of HEDC, without disruption to HEDC's use of the Project for its intended purposes.

12.1.2 Final Inspection. Contractor shall complete the list of items identified on the pre-final Punchlist prior to requesting a final inspection. Unless otherwise specified or otherwise agreed in writing by the parties as documented on the Certificate of Substantial Completion, Contractor shall complete and/or correct all Work within thirty (30) days of the Substantial Completion date or other deadline determined by the Contract Documents. Upon completion of the pre-final Punchlist work, Contractor shall give written notice to CDR and A/E that the Work will be ready for final inspection on a specific date. Contractor shall accompany this notice with a copy of the updated pre-final Punchlist indicating resolution of all items. On the date specified or as soon thereafter as is practicable, CDR, A/E and Contractor will inspect the Work. A/E will submit

to Contractor a final Punchlist of open items that the inspection team requires corrected or completed before final acceptance of the Work.

- 12.12.1 Correct or complete all items on the final Punchlist before requesting Final Payment. Unless otherwise agreed to in writing by the parties, complete this work within seven (7) days of receiving the final Punchlist. Upon completion of the final Punchlist, notify A/E and CDR in writing stating the disposition of each final Punchlist item. A/E, HEDC, and Contractor shall promptly inspect the completed items. When the final Punchlist is complete, and the Contract is fully satisfied according to the Contract Documents CDR will issue a certificate establishing the date of Final Completion. Completion of all Work is a condition precedent to Contractor's right to receive Final Payment.
- 12.13 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by HEDC.
- 12.14 Purpose of Inspection. Inspection is for determining the completion of the Work and does not relieve Contractor of its overall responsibility for completing the Work in a good and competent fashion, in compliance with the Contract. Work accepted with incomplete Punchlist items or failure of HEDC or other parties to identify Work that does not comply with the Contract Documents or is defective in operation or workmanship does not constitute a waiver of HEDC's rights under the Contract or relieve Contractor of its responsibility for performance or warranties.
- 12.15 Additional Inspections.
- 12.15.1 If HEDC's inspection team determines that the Work is not substantially complete at the Substantial Completion inspection, CDR or A/E will give Contractor written notice listing cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to CDR. Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion inspection.
- 12.15.2 If HEDC's inspection team determines that the Work is not complete at the final inspection, CDR or A/E will give Contractor written notice listing the cause(s) of the rejection. Contractor will set a time for completion of incomplete or defective work acceptable to CDR. Contractor shall complete or correct all Work so designated prior to again requesting a final inspection.
- 12.15.3 The Contract contemplates three (3) comprehensive inspections: the Substantial Completion inspection, the Final Completion inspection, and the inspection of completed final Punchlist items. The cost to HEDC of additional inspections resulting from the Work not being

ready for one or more of these inspections is the responsibility of Contractor. HEDC may issue a ULCO deducting these costs from Final Payment. Upon Contractor's written request, HEDC will furnish documentation of any costs so deducted. Work added to the Contract by Change Order after Substantial Completion inspection is not corrective Work for purposes of determining timely completion or assessing the cost of additional inspections.

12.1.54 Nothing herein should be interpreted to limit HEDC's ability to inspect the work at any time at its own expense.

12.1.6 Phased Completion. The Contract may provide, or Project conditions may warrant, as determined by CDR, that designated elements or parts of the Work be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract related to closing inspections, occupancy, and acceptance apply independently to each designated element or part of the Work. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Substantial Completion certificate. Final Completion of the Work as a whole is the date on which the last element or part of the Work completed receives a Final Completion certificate.

12.2 HEDC's Right of Occupancy. HEDC may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion. Should HEDC wish to use or occupy the Work, or part thereof, prior to Substantial Completion, CDR will notify Contractor in writing and identify responsibilities for security and maintenance Work performed on the premises by third parties on HEDC's behalf does not constitute occupation or use of the Work by HEDC for purposes of this Article. All Work performed by Contractor after occupancy, whether in part or in whole, shall be at the convenience of HEDC so as to not disrupt HEDC's use of, or access to occupied areas of the Project.

12.3 Acceptance and Payment

12.3.1 Request for Final Payment. Following the certified completion of all work, including all final Punchlist items, cleanup, and the delivery of record documents, Contractor shall submit a certified Application for Final Payment and include all sums held as retainage and forward to A/E and CDR for review and approval.

12.3.2 Final Payment Documentation. Contractor shall submit, prior to or with the Application for Final Payment, final copies of all close out documents, maintenance and operating instructions, guarantees and warranties, certificates, Record Documents and all other items required by the Contract. Contractor shall submit evidence of return of access keys and cards, evidence of delivery to HEDC of attic stock, spare parts, and other specified materials. Contractor shall submit consent of surety to Final Payment form and an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, are paid,

will be paid, after payment from HEDC or otherwise satisfied within the period of time required by Tex. Gov't Code, Chapter 2251. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims and liens arising out of the Contract. Contractor may not subsequently submit a claim on behalf of Subcontractor or vendor unless Contractor's affidavit notes that claim as an exception.

1233 Architect/Engineer Approval. A/E will review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, A/E will either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; or 2) accept it, note their approval, and send to HEDC.

1234 Offsets and Deductions. HEDC may deduct from the Final Payment all sums due from Contractor. If the Certificate of Final Completion notes any Work remaining, incomplete, or defects not remedied, HEDC may deduct the cost of remedying such deficiencies from the Final Payment. On such deductions, HEDC will identify each deduction, the amount, and the explanation of the deduction on or by the twenty-first (21st) day after HEDC's receipt of an approved Application for Final Payment. Such offsets and deductions shall be incorporated via a final Change Order, including a ULCO as may be applicable.

1235 Final Payment Due. Final Payment is due and payable by HEDC, subject to all allowable offsets and deductions, on the thirtieth (30th) day following HEDC's approval of the Application for Payment. If Contractor disputes any amount deducted by HEDC, Contractor shall give notice of the dispute on or before the thirtieth (30th) day following receipt of Final Payment. Failure to do so will bar any subsequent claim for payment of amounts deducted.

1236 Effect of Final Payment. Final Payment constitutes a waiver of all claims by HEDC, relating to the condition of the Work except those arising from:

1236.1 Faulty or defective Work appearing after Substantial Completion (latent defects);

1236.2 Failure of the Work to comply with the requirements of the Contract Documents;

1236.3 Terms of any warranties required by the Contract, or implied by law; or

1236.4 Claims arising from personal injury or property damage to third parties.

1237 Waiver of Claims. Final payment constitutes a waiver of all claims and liens by Contractor except those specifically identified in writing and submitted to CDR prior to the application for Final Payment.

1238 Effect on Warranty. Regardless of approval and issuance of Final Payment, the

Contract is not deemed fully performed by Contractor and closed until the expiration of all warranty periods.

Article 13. Warranty and Guarantee

- 131 Contractor's General Warranty and Guarantee. Contractor warrants, represents, covenants and agrees that (a) all of the services to be performed by Contractor, including its agents, representatives and consultants, pursuant to this Agreement will be performed in a good and workman like manner, and (b) the materials and equipment provided under this Agreement will be of good quality and new unless otherwise required or permitted by this Agreement, that the construction will be free from faults and defects and that the construction will conform to the requirements of the Contract Documents. Contractor shall be responsible for correcting Work that does not comply with the Contract Documents at Contractor's sole expense, unless Owner specifically agrees in writing to accept the Work as-is. Further, Contractor warrants to Owner the sufficiency and completeness of all drawings, specifications and other information furnished or provided by or on behalf of Contractor and that such items will be free from material errors and omissions. HEDC may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by HEDC, A/E or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by HEDC, at any time, or by any repair or correction of such defect made by HEDC.
- 132 Licenses. Contractor warrants, represents, covenants, and agrees that all persons connected with Contractor directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if required by such laws, rules and regulations.
- 133 Business Administration. Contractor warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder in the best way and in the most expeditious and economical manner consistent with the interests of Owner.
- 134 No Limitations on Performance. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the obligations required hereunder.
- 135 Warranty Period. Except as may be otherwise specified or agreed, Contractor shall repair all defects in materials, equipment, or workmanship appearing within two years from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.

- 136 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- 136.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is not responsible, unless HEDC is compelled to undertake maintenance or operation due to the neglect of Contractor.
 - 136.2 Normal wear and tear under normal usage after acceptance of the Work by HEDC.
- 137 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of defective Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
- 13.7.1 Observations by HEDC and/or A/E;
 - 13.7.2 Recommendation to pay any progress or final payment by A/E;
 - 13.7.3 The issuance of a certificate of Substantial Completion or any payment by HEDC to Contractor under the Contract Documents;
 - 13.7.4** Use or occupancy of the Work or any part thereof by HEDC;
 - 13.7.5 Any acceptance by HEDC or any failure to do so;
 - 13.7.6 Any review of a Shop Drawing or sample submittal; or
 - 13.7.7 Any inspection, test or approval by others.
- 138 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the warranty period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and Contractor. CDR will certify the date of service commencement in the Substantial Completion certificate.
- 138.1 In addition to Contractor's warranty and duty to repair, Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.
 - 138.2 Contractor may satisfy any such obligation by obtaining and assigning to HEDC a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by HEDC which does not fully comply with the requirements of the Contract, Contractor remains liable to HEDC on all elements of the required warranty not provided by the assigned warranty.

- 139 Correction of Defects. Upon receipt of written notice from HEDC, or any agent of HEDC designated as responsible for management of the warranty period, of the discovery of a defect, Contractor shall promptly remedy the defect(s), and provide written notice to HEDC and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to HEDC, or if Contractor fails to remedy within thirty (30) days, or within another period agreed to in writing, HEDC may correct the defect and be reimbursed the cost of remedying the defect from Contractor or its surety.
- 1310 Certification of No Asbestos Containing Materials or Work. Contractor shall ensure compliance with the Asbestos Hazard Emergency Response Act (AHERA– 40 C.F.R § 763-99(7)) from all Subcontractors and materials suppliers, and shall provide a notarized certification to HEDC that all equipment and materials used in fulfillment of their Contract responsibilities are non-Asbestos Containing Building Materials (ACBM). This certification must be provided no later than Contractor’s application for Final Payment.

Article 14. Suspension and Termination

- 14.1 Suspension of Work for Cause. HEDC may, at any time without prior notice, suspend all or any part of the Work, if after reasonable observation and/or investigation, HEDC determines it is necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed. . Repeated or significant safety violations may constitute a material breach of this Agreement.
- 14.1.1 HEDC will give Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work suspended. Upon receipt of such notice, Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, HEDC will initiate and complete a further investigation of the circumstances giving rise to the suspension, and issue a written determination of the findings.
- 14.1.2 If it is confirmed that the cause was within the control of Contractor, Contractor will not be entitled to an extension of time or any compensation for delay resulting from the suspension. If the cause is determined not to have been within the control of Contractor, and the suspension has prevented Contractor from completing the Work within the Contract Time, the suspension is an excusable delay and a time extension will be granted through a Change Order.
- 14.1.3 Suspension of Work under this provision will be no longer than is reasonably necessary to remedy the conditions giving rise to the suspension.
- 14.2 Suspension of Work for HEDC’s Convenience. Upon seven (7) days written notice to Contractor, HEDC may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty (30) days for its own convenience. HEDC will give Contractor a written notice of suspension for convenience, which sets forth the number of suspension days for which the Work, or any portion of it, and the

date on which the suspension of Work will cease. When such a suspension prevents Contractor from completing the Work within the Contract Time, it is an excusable delay. A notice of suspension for convenience may be modified by HEDC at any time on seven (7) written notice to Contractor. If HEDC suspends the Work for its convenience for more than sixty (60) consecutive days, Contractor may elect to terminate the Contract pursuant to the provisions of the Contract.

143 Termination by HEDC for Cause.

143.1 Upon written notice to Contractor and its surety, HEDC may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor under any of the following circumstances:

143.1.1 Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract, to supply enough properly skilled workmen or proper materials;

143.1.2 Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including CDR;

143.1.3 Persistent failure to prosecute the Work in accordance with the Contract, and to ensure its completion within the time, or any approved extension thereof, specified in the Contract;

143.1.4 Failure to remedy defective work condemned by CDR;

143.1.5 Failure to pay Subcontractors, laborers, and material suppliers pursuant to Tex. Gov't Code, Chapter 2251;

143.1.6 Persistent endangerment to the safety of labor or of the Work;

143.1.7 Failure to supply or maintain statutory bonds or to maintain required insurance, pursuant to the Contract;

143.1.8 Any material breach of the Contract; or

143.1.9 Contractor's insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

143.2 Failure by HEDC to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

143.3 Should HEDC decide to terminate the Contract under the provisions of Section 14.3, it will provide to Contractor and its surety thirty (30) days prior written notice.

143.4 Should Contractor or its surety, after having received notice of termination, demonstrate to the satisfaction of HEDC that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which

the notice of termination was based, the notice of termination may be rescinded in writing by HEDC. If so rescinded, the Work may continue without an extension of time.

- 143.5 If Contractor or its surety fails, after written notice from HEDC to commence and continue correction of such default with diligence and promptness to the satisfaction of HEDC within thirty (30) days following receipt of notice, HEDC may arrange for completion of the Work and deduct the cost of completion, and all attorneys fees incurred in the termination for cause and in arranging for work completion, from the unpaid Contract Sum.

143.5.1 This amount includes the cost of additional HEDC costs such as A/E services, other consultants, and contract administration.

143.5.2 HEDC will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to HEDC.

143.5.3 This obligation for payment survives the termination of the Contract.

143.5.4 HEDC reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. CDR will promptly notify Contractor of the contracts HEDC elects to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to effect such assignment.

- 14.4 Conversion to Termination for Convenience. In the event that any termination of Contractor for cause under Section 14.3 is later determined to have been improper, the termination shall automatically convert to a termination for convenience under Section 14.5 and Contractor's recovery for termination shall be strictly limited to the payments allowable under Section 14.5.

- 14.5 Termination for Convenience of HEDC. HEDC reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply:

14.5.1 HEDC will immediately notify Contractor and A/E in writing, specifying the reason for and the effective date of the Contract termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

14.5.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

14.5.2.1 Stop all work.

- 14522 Place no further subcontracts or orders for materials or services.
- 14523 Terminate all subcontracts for convenience.
- 14524 Cancel all materials and equipment orders as applicable.
- 14525 Take action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.
- 14.53 When the Contract is terminated for HEDC's convenience, Contractor may recover from HEDC payment for all Work executed. Contractor may not claim lost profits on other work or lost business opportunities.
- 14.6 Termination By Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, then Contractor may, upon thirty (30) additional days written notice to CDR, terminate the Contract and recover from HEDC payment for all Work executed, but not lost profits on other work or lost business opportunities. If the cause of the Work stoppage is removed prior to the end of the thirty (30) day notice period, Contractor may not terminate the Contract.
- 14.7 Settlement on Termination. When the Contract is terminated for any reason, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to HEDC based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, HEDC may determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

Article 15. Dispute Resolution

- 151 Unresolved Contractor Disputes. The parties agree to adopt the dispute resolution process provided for in Tex. Gov't Code, Chapter 2260, to be used by Contractor to attempt to resolve any claim for breach of Contract made by Contractor that is not resolved under procedures described throughout the General Conditions or Project Specific Conditions of the Contract.
- 152 Alternative Dispute Resolution Process. HEDC may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.
- 153 Nothing herein shall hinder, prevent, or be construed as a waiver of HEDC's right to seek redress on any disputed matter in a court of competent jurisdiction. No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Agreement or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements of this Agreement or any of the Contract Documents to be

- performed by the other party will not be construed to be a waiver of any subsequent breach of this Agreement or the Contract Documents or of any other covenant, condition or agreement contained in this Agreement or the Contract Documents.
- 154 Nothing herein shall waive or be construed any immunity provided by law.

Article 16. Miscellaneous

- 16.1 Project Specific Conditions The Project Specific Conditions shall identify all terms that are unique to that Project and all modifications to the General Conditions which apply to the Project.
- 162 Federally Funded Projects. On Federally funded projects, HEDC may waive, suspend or modify any Article in these General Conditions which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by HEDC of such Federal funds for the Project. In the case of any Project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.
- 163 Internet-based Project Management Systems. At its option, HEDC may administer its design and construction management through an Internet-based management system. In such cases, Contractor shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Requests for Information, vouchers or payment requests and processing, amendment, Change Orders and other administrative activities.
- 163.1 Accessibility and Administration.
- 16.3.1.1 When used, HEDC will make the software accessible via the Internet to all Project team members.
- 16.3.1.2 HEDC shall administer the software.
- 1632 Training. When used, HEDC shall provide training to the Project team members.
- 164 Limitation of Liability. Except for the obligation of Owner to pay Contractor certain fees, costs, and expenses to the extent expressly set forth in this Agreement, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, employee of Owner or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

- 165 Limitation on Adjudication Awards. In the event Contractor claims HEDC's acts or omissions constitute a breach of this Agreement, any liability, if any, and any award of damages, may not include consequential damages, exemplary damages, or damages for unabsorbed home office overhead and are otherwise limited to the following:
- 165.1 the balance due and owed by the HEDC under the contract as it may have been amended, including any amount owed as compensation for the increased cost to perform the work as a direct result of owner-caused delays or acceleration;
 - 1652 the amount owed for change orders or additional work the contractor is directed to perform by a local governmental entity in connection with the contract;
 - 1653 reasonable and necessary attorney's fees that are equitable and just; **and**
 - 1654 interest as allowed by law.
- 166 Interpretation. By executing this agreement, Contractor acknowledges and agrees that all contracts with HEDC do not follow general contract law allocation of responsibility when addressing contract defects and enforceability. When contracting with HEDC, the following non-exhaustive list of rules apply to the contract: a) the HEDC may contract only upon express authorization of its governing body by vote of that body reflected in the minutes; b) statements or acts of officers, directors or governing body members have no effect and do not bind the entity; c) those who contract with a HEDC are bound at their peril to ensure a contract is properly authorized; d) Contractor has the duty to verify the contract meets all legal requirements to be enforceable; e) any person contracting with HEDC is bound to know the extent of HEDC's authority and the limitations of its powers; f) When HEDC enters into a contract that violates or fails to conform with applicable law, HEDC is not liable in contract and the contract is rendered void ab initio; h) HEDC possesses statutory immunity from certain claims; and in all instances possess statutorily limitations on damages and other forms of relief. The Parties acknowledge and agree that, without respect to any current law or changes in law, all the foregoing provisions apply to this Agreement.
- 167 No City Liability. The Parties acknowledge and agree that HEDC is a separate legal entity organized under the Texas Development Corporation Act, and that the City of Hutto shall not be liable for the obligations, debt, liability, or contact of HEDC. No provision of this Agreement shall be construed to create or impose any liability on the City to perform or guarantee any duty or obligation of HEDC. HEDC's obligations under this Agreement are solely its own and do not constitute a debt or pledge of the faith, credit, or taxing power of the City.
- 168 Appropriations. The Parties acknowledge and agree that HEDC's performance under this Agreement is expressly contingent upon the availability and appropriation of funds by HEDC and by the City Council for the City of Hutto without further liability, except for payments accrued and owed for services fully performed and goods actually delivered.
- 169 Notices. Any notice required or permitted to be given under this Agreement by one Party to another must be in writing and may be served by electronic mail at the

- electronic mail addresses provided herein; by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable overnight courier for overnight delivery.
- 16.10 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.
- 16.11 Binding. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective permitted assigns and successors.
- 16.12 Severability. If any provision of this Agreement is for any reason held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement will be construed as if such invalid or unenforceable provision had not been included herein.
- 16.13 Governing law and venue. This agreement will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Agreement will be in a court of competent jurisdiction in Williamson County, Texas.
- 16.14 Captions. The captions of paragraphs in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 16.15 Assignment. This Agreement is a personal service contract for the services of Contractor, and neither Contractor's interest in this Agreement (including, but not limited to Contractor's fees due hereunder), nor Contractor's duties hereunder may be assigned to a third party except as specifically set forth in this Agreement.
- 16.16 State Requirements. The Parties agree to adopt the following statutes without consideration as to their statutory legal application to the entities involved.
- 16.161 Texas Public Information Act. HEDC strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to the disclosure of public information under Chapter 552 of the Texas Government, also referred to as the Texas Public Information Act. In accordance with Section 552.002 of the Texas Public Information Act and Section 2252.907 of the Texas Government Code, Contractor will make any information created or exchanged with Owner pursuant to this Agreement (and not otherwise exempt from disclosure from the Texas Public Information Act) available in a format reasonably requested by Owner that is accessible to the public.
- 16.162 Contracting Information Preservation. If the value of this Agreement is over \$1,000,000 then in accordance with Section 552.372 of the Texas Government Code Contractor agrees to (a) preserve all "contracting information" (as defined in Section 552.003 of the Texas Government Code) related to the Agreement, as provided by the records retention requirements applicable to Owner for the

duration of the Agreement; (b) provide to Owner any contracting information related to the Agreement that is in the custody or possession of Contractor on request of Owner no later than ten (10) business days after receiving such request from Owner; and on completion of the Agreement, either: provide at no cost to Owner all contracting information related to the Agreement that is in the custody or possession of Contractor or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Owner. Furthermore, Contractor agrees that the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that chapter.

- 16.163 Ethics Matters. Contractors and its employees, agents, representatives and subcontractors have read and understand the HEDC's policies on conflicts of interest, State of Texas Standards of Conduct and Conflict of Interest provisions, and applicable state ethics laws and rules available. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause City employees of HEDC employees to violate HEDC's policies on conflicts of interest, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.
- 16.164 Registration of Sex Offender. Contractor shall require any individual on HEDC's property in satisfaction of Contractor's obligations under this Agreement to register with the proper authorities having jurisdiction within seven (7) days of beginning work on HEDC's property in accordance with Texas Code of Criminal Procedure Chapter 62.153 if such individual (a) is required to register as sex offenders with local law enforcement authorities in accordance with Chapter 62 of the Texas Code of Criminal Procedure, and (b) will be on HEDC's property for 14 or more consecutive days or for more than 30 days in a calendar year.
- 16.165 Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 16.166 Certification regarding Boycotting Israel. Pursuant to Chapter 2270, Texas Government Code, Contractor certifies Contractor (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate. This provision does not apply to (i) contracts below \$100,000; (ii) contracts with a sole-source provider; or (iii) contracts with a non-profit entity, sole proprietorship, or a for-profit entity that has less than ten (10) full-time employees.
- 16.167 Certification regarding Boycotting Energy Companies. Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (a) it does not boycott

energy companies and (b) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. This provision does not apply to (i) contracts below \$100,000; (ii) contracts with a sole-source provider; or (iii) contracts with a non-profit entity, sole proprietorship, or a for-profit entity that has less than ten (10) full-time employees.

- 16.168 Certification regarding Discrimination against Firearm Entities or Trade Associations. Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. This provision does not apply to (i) contracts below \$100,000; (ii) contracts with a sole-source provider; or (iii) contracts with a non-profit entity, sole proprietorship, or a for-profit entity that has less than ten (10) full-time employees.
- 16.169 Financial Interest. Contractor certifies that no member of the HEDC Board of Directors or Hutto City Council or executive officers thereof have a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.

End of General Conditions

AGENDA ITEM REPORT

7.9.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action to reschedule the July 6, 2026 regular Board meeting.
Meeting: Monday, June 8, 2026
Department: Economic Development
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

7.10.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action to approve the minutes from the regular meeting on May 11, 2026 and Special Called Joint Meeting with City Council on May 26, 2026.
Meeting: Monday, June 8, 2026
Department: Emergency Management
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. HEDC 5.11.26 Meeting Minutes-for sig
2. HEDC-CC Special Called 5.26.36 Meeting Minutes-for HEDC sig



City of Hutto

Minutes

› Economic Development Corp. Type A and Type B

Board of Directors Meeting Monday, May 11, 2026 at 6:30 PM City Council Chambers

1. CALL SESSION TO ORDER

Meeting called to order at 6:30 PM

2. ROLL CALL

Board Member Thornton absent, all others present.

- 2.1. Caitlin Morales, Vice Chair
Irma Gonzalez, Secretary/Treasurer
Mike Snyder, Board Member
Dan Thornton, Board Member
Evan Porterfield, Board Member
Jim Morris, Board Member

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the Hutto Economic Development Corporation Type A and the Hutto Economic Development Corporation Type B on agenda issues and on agenda issues (i.e., Corporation policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4913 during business hours. Each person providing public comment will be limited to 3 minutes. (Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits governing bodies from a full discussion, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the Corporation Staff for action may be placed on the agenda of a future meeting.)

None.

5. PRESENTATIONS

- 5.1. Discuss and consider a presentation regarding a request for incentives for AlphaGraphics location in Hutto.
No Action- Applicant not present
- 5.2. Discuss and consider a presentation regarding the Strategic Plan for the Corporation.
(David Amsler)
No Action

- 5.3. Discuss and consider action on a presentation on the proposed Fiscal Year 2027 Budget of the Corporation.

No Action

6. PUBLIC HEARINGS

- 6.1. Pursuant to Texas Local Government Code Section 505.159, conduct a Public Hearing for the consideration of Incentives in support of Project Blue Hub.

Public Hearing opened at 7:54 PM, Public Hearing closed at 7:55 PM. No speakers on this item.

No Action

7. AGENDA ITEMS

- 7.1. Discuss and consider action to approve the Corporation's monthly financial report for April 2026.

Motion by Board member Porterfield to approve as presented. Seconded by Board Member Morris.

Passed 5-0.

- 7.2. Discuss and consider action on Resolution R-HEDC-2026-015 to approve the Strategic Plan for the Corporation.

No action

- 7.3. Discuss and consider action on Resolution R-HEDC-2026-030 to approve a contract and budget amendment of \$40,000 to pay Tax Increment Reinvestment Zone (TIRZ) consultant TXP to execute the necessary steps to update and complete the Final Project and Financing Plans for TIRZ2 and TIRZ3.

Motion by Board Member Snyder to approve as presented. Seconded by Board Member Porterfield.

Passed 5-0.

- 7.4. Discuss and consider action to approve the Minutes from their Regular Meeting on April 13, 2026 and Special Called Meeting on May 6, 2026.

Motion by Board Member Snyder to approve as presented. Seconded by Board Member Porterfield.

Passed 5-0.

- 7.5. Discuss and consider action to reschedule the July 13, 2026 regular Board meeting.

Motion by Board Member Snyder to move the July 13, 2026 meeting to July 6, 2026. Seconded by Board Member Porterfield.

Passed 5-0.

8. EXECUTIVE SESSION

The Board will now recess the open meeting and reconvene in executive session pursuant to Texas Government Code Section 551.071 (Attorney Consultation), 551.087 (Economic Development), and 551.072 (Real Property) to deliberate and seek legal advice regarding the following economic development projects: Project Core, Project Lake, the Megasite project, Project Blue Hub, Project West, Project Heartbeat, Project Orchard, Project Shrine, Project Dynamite, Project Satellite; Pricing for Cottonwood Properties; the design contract for the Pecan Street Improvement Project; potential real estate transactions; removal of a house located on the Megasite; the incentive agreement for Hutto Hospitality; a possible incentive for AlphaGraphics; the planning and development of the Cottonwood Properties and any related incentives; possible litigation with Midway; Sales Tax Sharing

Agreements between the City of Hutto and Williamson County Emergency Services District #3; infrastructure projects impacting Corporation owned property; alcohol zoning for the City of Hutto; the proposed Infrastructure Improvement Program; agreements for Project Brushy Creek WW and Project CR137/FM1660, and the evaluation of available corporate funds for incentives.

Recessed to Executive Session at 8:02pm
Convened in Executive Session at 8:09pm
Exited Executive Session at 11:00pm
Reconvened in Public Session at 11:05pm
No action taken in Executive Session.

9. ACTION RELATIVE TO EXECUTIVE SESSION

- 9.1. Discuss and consider action on Resolution R-HEDC-2026-023 on a purchase and sale agreement Fidelis.
No Action
- 9.2. Discuss and consider action on Resolution R-HEDC-2026-024 to approve an Infrastructure Improvement Program for the Corporation.
Motion by Board Member Morris to approve as presented and recommend for City Council approval, directing legal and staff to coordinate with the City regarding City operational requirements. Seconded by Board Member Porterfield.
Passed 5-0.
- 9.3. Discuss and consider action on Resolution R-HEDC-2026-025 to approve a construction contract form document for the Corporation.
No Action
- 9.4. Discuss and consider action on Resolution R-HEDC-2026-031 to approve the selection of Halff Associates, Inc. as the most qualified firm responsive to the Request for Qualifications for the design of the Pecan Street Improvement Project and authorize City Staff to engage in contract negotiations and execute the agreement within the scope of specified authority.
Motion by Board Member Morris to engage the 2 firms as discussed in the Executive Session. Seconded by Board Member Porterfield.
Passed 5-0.
- 9.5. Discuss and consider action on Resolution R-HEDC-2026-032 to approve an Economic Development Performance Agreement for an incentive in support of Project Blue Hub.
No Action
- 9.6. Discuss and consider action to engage additional Legal Services in support of speciality projects and initiatives of the Corporation.
Postponed to June per request of Legal.
- 9.7. Consideration and possible action related to Executive Session agenda items, listed above.
Motion by Vice Chair Morales to approve staff to proceed with recommendations per Board direction in Executive Session. Seconded by Board Member Snyder.
Passed 5-0.
- 9.8. Placeholder on removal of the house that is located on the Megasite property
No Action

10. FUTURE AGENDA ITEMS

None.

11. ADJOURNMENT

Meeting adjourned at 11:14 PM

12. CERTIFICATION

Caitlin Morales, Vice Chair

Irma Gonzalez, Secretary/ Treasurer



City of Hutto

Minutes

Joint City Council & Hutto

Economic Development Corporation Special Meeting

Tuesday, May 26, 2026 at 5:30 PM

Executive Conference Room – 500 W. Live Oak Street

1. **CALL SESSION TO ORDER** – City Council – 6:00 PM, HEDC – 6:00 PM
 2. **ROLL CALL**
 - 2.1. City Council present:

Mayor Mike Snyder	Councilmember Corina I. Zepeda
Mayor Pro Tem Dan Thornton (5:33 PM)	Councilmember Evan Porterfield
Councilmember Charles Warner	Councilmember Aaron King
Councilmember Jim Morris	
 - 2.2. HEDC present:

Caitlin Morales, Vice Chair	Evan Porterfield, Board Member
Irma Gonzalez, Secretary/Treasurer	Dan Thornton, Board Member (5:33 PM)
Mike Snyder, Board Member	Jim Morris, Board Member
 3. **PUBLIC COMMENT**
 1. *Terrence Owens*
 2. *Shane Acosta*
 3. *Stephen Harris*
 4. *Peter Gordon*
 5. *Jason McKean*
 4. **EXECUTIVE SESSION**
 - 4.1. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to:
(a) City of Hutto Fire Station #1; and b) Project Air
- In Executive Session at 5:55 PM. Out at 8:01 PM*
5. **ACTION RELATIVE TO EXECUTIVE SESSION**
 - 5.1. Discuss and consider action on Resolution R-HEDC-2026-034 to approve a contract for land acquisition related to the proposed City of Hutto Fire Station #1. (HEDC)

Motion by Board Member Snyder, second by Board Member Porterfield, to approve the item as presented. Motion passed 6:0.

- 5.2. Discuss and consider action on Resolution R-HEDC-2026-035 to approve a design services contract with PBK for the design of City of Hutto Fire Station #1. (HEDC)

Motion by Board Member Snyder, second by Board Member Porterfield, to approve the item as presented. Motion passed 6:0.

- 5.3. Discuss and consider action on Resolution R-HEDC-2026-036 to approve surveying and geotechnical engineering services related to the design and construction of City of Hutto Fire Station #1. (HEDC)

Motion by Board Member Snyder, second by Board Member Morris, to approve the item as presented. Motion passed 6:0.

- 5.4. Discuss and consider action on Resolution R-HEDC-2026-037 to approve the purchase of real property in support of Project Air. (HEDC)

Motion by Board Member Snyder, second by Board Member Porterfield, to approve the item based on terms discussed in Executive Session. Motion passed 6:0.

- 5.5. Discuss and consider action on Resolution R-HEDC-2026-038 to approve a Fiscal Year 2026 Budget Amendment for the land acquisition, design and engineering services related to the development of City of Hutto Fire Station #1 and the purchase of real property related to Project Air. (HEDC)

Motion by Board Member Porterfield, second by Board Member Thornton, to approve the item as presented. Motion passed 6:0.

- 5.6. Consideration and possible action on Ordinance No. O-2026-023 to approve a budget amendment for the Hutto Economic Development Corporation for land acquisition, design and engineering services related to the development of City of Hutto Fire Station #1 and the purchase of real property related to Project Air. (City Council)

Motion by Mayor Snyder, second by Councilmember Morris, to approve the item as presented, adding a professional services line item for services with City Council authorizing expenditures not to exceed \$35,000. Motion passed 6:1 (Zepeda).

6. ADJOURNMENT – City Council – 8:11 PM, HEDC – 8:11 PM



Mike Snyder, Mayor

ATTEST:



Laura Hallmark, City Secretary

Irma Gonzalez
HEDC Board Secretary/Treasurer

Caitlin Morales
HEDC Board Vice Chair

AGENDA ITEM REPORT

9.4.



To: Hutto Economic Development Corporation Type A & Type B Board
Subject: Discuss and consider action to engage additional Legal Services in support of speciality projects and initiatives of the Corporation.
Meeting: Monday, June 8, 2026
Department: Economic Development
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None